

Contract # 23-25_CCAPDD

THIS AGREEMENT is made and entered into this _____ day of September, 2023, by and between Pacific County, hereinafter referred to as "County," and **Coastal Community Action Program** hereinafter referred to as "Contractor."

THE PURPOSE of this Agreement is to provide for the delivery of Developmental Disabilities Employment Services, Specifically Individual Supported Employment (ISE), and Community Inclusion (CI) in Pacific County, for the period beginning on July 1, 2023, and ending on June 30, 2025. The County and the Contractor agree to the terms and conditions set forth as follows:

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and other such terms and conditions incorporated by reference herein.

GENERAL PROVISIONS

- I. **EXTENT OF AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- II. **COMPLIANCE WITH LAWS:** The Contractor, in performance of this agreement, agrees to comply with all applicable federal, state, and local laws, administrative codes, regulations, or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- III. **NONDISCRIMINATION:**
 - A. In the performance of this contract, the Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Chapter 49.60 RCW, Washington State's Law Against Discrimination (WLAD), and the Americans with Disabilities Act, as now or hereafter amended. The Contractor shall not discriminate on the grounds of race, color, national origin, sex, gender identity, sexual orientation, religion, marital status, age, creed, Vietnam-era and Disabled Veteran status, military status, or disability in: Any terms or conditions of employment to include taking affirmative action necessary to accomplish the terms of this clause; Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of goods, services or benefits to clients.
 - B. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Contractor shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.
 - C. Upon execution, the Contractor shall provide documentation to the County that it has completed a self-evaluation of compliance with the ADA.
- IV. **NONCOMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:** In the event of the Contractor's non-compliance or refusal to comply with the above, this Agreement may be terminated in whole or in part, and the Contractor declared ineligible for further contracts with the County. The Contractor shall, however, be given a reasonable time to cure this noncompliance. Any dispute shall be resolved in accordance with the "Disputes" procedure set forth herein.
- V. **FAIR HEARING PROCEDURE:** The Contractor will establish a system through which recipients of Contractor services may present grievances about the operation of the services. The Contractor will advise recipients of the grievance procedure and the Contractor shall notify each applicant for services or recipient of services that they have the right to obtain a fair hearing should they feel that any of the following are true: (1) That they have been wrongfully denied services; (2) that the termination of services was wrongfully made; or (3) that the determination of eligibility for services has not been made with reasonable promptness. Termination of this Agreement with the Contractor shall not be grounds for a fair hearing for the service applicant or recipient if: (1) similar services are immediately available in the County; or (2) the termination was the result of expected or actual funding from the state, federal, or other sources being withdrawn, reduced, or limited in any way after the effective date of this Agreement or any subsequent modification, prior to normal completion thereof. Whenever an applicant or recipient requests a fair hearing, the Department of Social and Health Services will make arrangements to provide such a hearing as provided by the Administration Procedures Act, Chapter 34.04 Revised Code of Washington.

VI. **ACCESS TO RECORDS AND CONFIDENTIAL TREATMENT OF PERSONAL INFORMATION:** Both parties agree to permit upon reasonable notification and at reasonable times, authorized representatives of the County, the State of Washington, Federal Grantor Contractor, and Comptroller General of the United States, to the extent authorized by applicable State or Federal law, rule or regulation, access to review all records of the Contractor and its subcontractors and recipients to satisfy audit and routine monitoring purposes, evaluate performance, compliance and/or quality assurance under this Agreement on behalf of the County.

The Contractor shall comply with all provisions of this Agreement and make available all Personal Information necessary for the County to comply with the client's right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor's internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement shall be made available to the County, the Washington State Department of Health, and the U.S. Secretary of the Department of Health & Human Services, upon request.

The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable Federal and State statutes and regulations.

The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all Federal and State laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

The Contractor shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. The Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the County or as otherwise required by law. The Contractor agrees to implement physical, data security, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form in accordance with State and Federal law.

County reserves the rights to monitor, audit, or investigate the use of Personal Information collected, used or acquired by the Contractor through this Agreement. The Contractor shall notify the County in writing within five (5) working days of becoming aware of any unauthorized access, use or disclosure. The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless the County for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, subcontractors, or agents.

Personal Information including, but not limited to "Protected Health Information" collected, used or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss. Contractor shall ensure its directors, officers, employees, subcontractors, or agents use personal information solely for the purposes of accomplishing the services set forth in this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or

otherwise make known to unauthorized persons Personal Information without the express written consent of the County, program participant, or legal representative.

Any breach of this provision may result in termination of the Agreement and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the County for any damages related to the Contractor's unauthorized use of Personal Information.

Contractor shall notify DSHS and the County in writing within five (5) business days of any potential or actual compromises of confidential information.

- VII. **ASSIGNMENT AND/OR SUBCONTRACTING:** The Contractor shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the County. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to this Agreement. All subcontracts shall be in writing. The County reserves the right to inspect and to approve any subcontracts prior to their execution and shall be provided copies of any subcontracts upon execution.
- VIII. **CRIMINAL BACKGROUND HISTORY CHECK:** A DSHS background criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388.06 WAC. The Contractor must perform a DSHS Background Check Central Unit (BCCU) within five days of any employee, subcontractor, and/or volunteer having access to vulnerable DSHS clients. If the Contractor elects to hire or retain an individual after receiving notice that the employee has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then County shall deny payment for any subsequent services rendered by the Contractor. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain background clearance.
- IX. **REPORT ABUSE AND NEGLECT:** The Contractor and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035 and 040 RCW and 26.44 RCW to the extent required by law and DDD Policy 5.13 (Protection from Abuse: Mandatory Reporting) and Policy 12.01 (Incident Management). Policy 5.13 and 12.01 are incorporated by reference and can be found at <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>.

If the Contractor is notified by the County or DSHS that they or a subcontractor is cited or on the registry for a substantiated finding then associated Contractor will be prohibited from providing services under this contract.

The Contractor will immediately report to the County and DSHS per Policy 5.13 (Protection from Abuse), incorporated by reference, if:

- 1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred.
- 2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement Contractor.

"Immediately" means there should be no delay between staff awareness of the incident/allegation and making the report. Reporting should occur as soon as the safety of all clients is assured and all necessary emergency measures have been taken

X. **STANDARDS FOR FISCAL ACCOUNTABILITY:**

- A. The Contractor agrees to maintain books, records, reports and other evidence of documents, accounting procedures, practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Agreement. The Contractor further agrees that the County shall have the right to monitor and audit the fiscal components of the Contractor to ensure that actual expenditures remain consistent with the terms of this Agreement.

The Contractor shall retain all books, documents and other material relevant to this Agreement for a period of six (6) years after expiration of this Agreement. The Contractor agrees that the County shall have full access to and right to examine any of said materials at all reasonable times during said period.

- B. The Contractor shall:

1. Provide accurate, current, and complete disclosure of the financial status of this Agreement as requested by the County;
2. Identify the source and application of funds for services supported by this Agreement in whole or in part.
3. Maintain internal controls that provide reasonable assurance that the Contractor is managing funds received through this Agreement in compliance with laws, regulations, and the provisions of contracts or grant agreements.
4. Ensure that the funds related to this Agreement are being used appropriately

XI. **FINANCIAL REPORT REQUIREMENTS:**

- A. The Contractor shall, if applicable:

1. Adhere to OMB Circular A-133 "Audits of State, Local Governments and Non-Profit Organizations" which establishes single audit requirements and federal responsibilities for implementing and monitoring audit requirements for non-profit and governmental organizations receiving federal financial assistance.
2. Provide access to financial records by independent auditors or the County.
3. Submit a copy of the audit, management letter, and corrective action plan (if applicable). Submission of the report shall be the earlier of 30 days after the Contractor's receipt of the auditor's report or nine months after the end of the audit period. The audit must be accompanied by documentation indicating that the Contractor's Board of Directors has reviewed the audit and management letter.

- B. For agencies, not required to meet OMB A-133 Single Audit Requirements, the Contractor shall submit:

1. Annual financial statement, and
2. The Federal Form 990 "Return of Organizations Exempt from Income Tax" (if required to file with the Internal Revenue Service).

- C. The Contractor shall maintain accounting records that accurately reflect actual total program operating expenditures and all revenues contributing to program operation. A revenue and expenditure report will be submitted upon request by the county for Calendar Year 2021.

- XII. **STANDARDS FOR PROGRAM ACCOUNTABILITY:** The Contractor agrees to maintain program records and reports including statistical information and to make such records and reports available for inspection by the County in order for the County to be assured that program services remain consistent with the terms of this Agreement. The Contractor further agrees to provide such information as requested by the County for monitoring and evaluating within the time limitations established by the County.
- XIII. **RELATIONSHIP OF THE PARTIES:** The parties intend that an independent contractor relationship will be created by this Agreement. The County is interested only in the results to be achieved; and the implementation of services will lie solely with the Contractor. However, the results of the work contemplated must meet the approval of the County and shall be subject to the County's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant, or representative of the Contractor shall be deemed an employee, agent, servant, or representative of the County for any purpose, and the employees of the Contractor are not entitled to any of the benefits the County provides for County employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- XIV. **INDEMNIFICATION/HOLD HARMLESS**
- A. **Indemnification by Contractor.** To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the CONTRACTOR, its employees, agents or volunteers or CONTRACTOR's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) are based upon the CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the CONTRACTOR shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
- B. **Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of CONTRACTOR's indemnity obligations under the Contract.
- C. **Survival of Contractor's Indemnity Obligations.** The CONTRACTOR agrees all CONTRACTOR'S indemnity obligations shall survive the completion, expiration or termination of this Contract.
- XV. **CONFLICT OF INTEREST:** The County may, by written notice to the Contractor:
- A. Terminate the right of the Contractor to proceed under this Agreement for actions, policies, practices, or omissions to act which constitute conflict of interest within the meaning of RCW

chapter 42.18. This includes, but is not limited to prohibitions against offering County or DSHS employees, directly or indirectly, anything of economic value from a Contractor or a potential contractor (and from subcontractors of the foregoing) in exchange for any official act or forbearance to act.

State and County employees are not permitted to receive, accept, take, seek, or solicit, directly or indirectly, anything of economic value from any person, entity, corporation, partnership, or similar organization which has or is seeking to obtain a contractual, financial or other business relationship with the County or DSHS. This prohibition includes action by employees designed to benefit other persons in addition to or instead of the employee directly.

In the conduct of State or County business, DSHS and the County employees are expected to compose themselves in a method and manner which avoids even the appearance of favoritism, special favors, or other conflicts of interest with contractors and potential contractors.

- B. In the event this Agreement is terminated as provided in (A.) above, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DSHS and the County provided for in this section are in addition to any other rights and remedies provided by law.

XVI. **DISPUTE:** Except as otherwise provided in this Agreement, when a bona fide dispute arises between the County and the Contractor and it cannot be resolved, either party may request a dispute hearing with the Director of the Public Health and Human Services Department for Pacific County. Either party's request for a dispute hearing must:

- A. be in writing;
- B. state the disputed issues;
- C. state the relative positions of the parties;
- D. state the Contractor's name, address, and contract number;
- E. be mailed or delivered to the Public Health and Human Services Department, PO Box 26 South Bend, WA 98586, within 15 days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any judicial action;
- F. any question, difference, or controversy which may arise between the County and the Contractor with reference to the performance or non-performance of any of the terms and conditions of this Agreement shall be referred to the County, whose decision shall be final and conclusive on both parties. The County has the authority to suspend services to be provided under this Agreement whenever such suspension may be necessary to ensure the proper performance of the Agreement.

XVII. **POLITICAL ACTIVITY PROHIBITED:** None of the funds, materials, supplies, or property provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any political activity or to further the election or defeat of any candidate for public office.

XVIII. **BOARD OF DIRECTORS:** The Contractor shall provide the County with a current roster of its Board of Directors, which shall include the names, addresses, and telephone numbers of the board chair or president and each member. The Contractor shall apprise the County of any changes to this roster as they occur.

XIX. **INSURANCE:** Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A. **General Liability Insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. **Professional Liability (Errors & Omissions) Insurance.** CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- C. **Workers' Compensation Insurance.** CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

- D. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- E. **Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

XX. **OWNERSHIP:** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the CONTRACTOR or the CONTRACTOR's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the CONTRACTOR uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise

produced for or paid for by the COUNTY is owned by the CONTRACTOR and is not "work made for hire" within the terms of this Agreement.

- XXI. **PUBLIC RECORDS ACT:** This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CONTRACTOR are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CONTRACTOR agrees to make them promptly available to the COUNTY. If the CONTRACTOR considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the CONTRACTOR shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CONTRACTOR and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CONTRACTOR (a) of the request and (b) of the date that such information will be released to the requester unless the CONTRACTOR obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CONTRACTOR fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CONTRACTOR to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CONTRACTOR for releasing records not clearly identified by the CONTRACTOR as confidential or proprietary. The COUNTY shall not be liable to the CONTRACTOR for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

CONTRACTOR agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the CONTRACTOR relating to its performance of this contract. This includes any lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

- XXII. **MODIFICATION:** Either party may request a change or addition to this Agreement. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and properly executed by both parties.
- XXIII. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligation of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be invalid.

If it should appear that any provision hereof is in conflict with a Federal law, rule or regulation or statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

XXIV. **AGREEMENT SUSPENSION, TERMINATION AND CLOSE OUT:** If the Contractor fails to comply with the terms and conditions of this Agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.

- A. Suspension - If the Contractor fails to comply with the terms of this Agreement, or whenever the Contractor is unable to substantiate full compliance with the provisions of this Agreement, the County may suspend the Agreement pending corrective action or investigation, effective no less than seven (7) days following written notification to the Contractor. The suspension will remain in full force and effect until the Contractor has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Agreement. No obligation incurred by the Contractor during the period of suspension will be allowable under this Agreement except:
1. Reasonable, proper and otherwise allowable costs, which the Contractor could not avoid, as approved by the County, during the period of suspension;
 2. If upon investigation the Contractor is able to substantiate complete compliance with the terms and conditions of this Agreement, otherwise allowable costs incurred during the period of suspension will be allowed.
- B. Termination for Cause - If the Contractor fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement are of such scope and nature that the County deems continuation of this Agreement to be substantially detrimental to the interest of the County;
 2. The Contractor has failed to take satisfactory action as directed by the County within the time specified by the County;
 3. The Contractor has failed within the time specified by the County to satisfactorily substantiate its compliance with the terms and conditions of this Agreement, then;

The County may terminate this Agreement in whole or in part and thereupon shall notify the Contractor of the termination, the reasons therefore, and the effective date thereof, provided such effective date should not be prior to notification to the Contractor. After this effective date, no charges incurred under any terminated portion are allowable and Contractor shall be liable for reasonable damages, including the reasonable cost of procuring similar services from another source to execute the Contractor's duties under this Agreement.

- C. Termination for Other Grounds:
1. this Agreement may be terminated in whole or in part by either party hereto upon thirty (30) days' advance written notice to the other party;
 2. County reserves the right to terminate this Agreement in whole or in part without the 30 days' written notice in the event of an unilateral change made in the County's agreement with the Washington State Department of Social and Health Services or of a withdrawal or reduction in expected or actual funding from state, federal, or other sources.

- D. Close-out - Upon completion of this Agreement or termination in whole or in part for any reason, the following provisions shall apply:
1. upon written request by the Contractor, the County shall make or arrange for prompt payment to the Contractor of allowable reimbursable costs not covered by previous payment;
 2. the Contractor shall immediately refund to the County any unencumbered balance of the funds paid to the Contractor budgeted but unspent for the program(s) terminated;
 3. the Contractor shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement;
 4. in the event a financial audit has not been performed prior to close-out of this Agreement, the County retains the right to withhold a just and reasonable sum from the final payment to the Contractor after fully considering the recommendation on disallowable costs resulting from the final audit;
 5. The Contractor agrees to submit at the close out of this Agreement a written review to the County, which includes an evaluation of services provided and a financial accounting of receipts and expenditures.

XXV. Agreement may be signed in counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding on a party so confirming.

PAYMENT PROVISIONS

As consideration for services, as described in this Agreement, the County agrees to pay the Contractor on a pre-negotiated amount based on the rates and hours on the current, signed, County Services Authorization (CSA) for each client. Total contract amount outlined in **Exhibit B- Budget**. Payment follows the client and is based on information reported on the monthly AWA report:

- I. For Individual Supported Employment, and Community Inclusion: A service unit will be negotiated and may be defined as an Hour (50 minutes of direct service. Partial hour to the quarter may be recorded), a documented range of service hours included in the fee/rate schedule and will be based on the individual's assessed level of need, available supports and employment opportunity. Service responsibility begins at the date of authorization for service by the DDD case manager and ends at the date of termination by the DDD case manager. Reimbursement shall be pre-negotiated based on waiver status.
- II. Payment will be made on behalf of individuals authorized for specific services by the Division of Developmental Disabilities. The signed County Service Authorization must be on file at the County prior to the end of the service period being billed for.
- III. Services for clients shall not be funded under this contract when the client is eligible for services under the Rehabilitation Act of 1973 or P.L. 94-142, or is receiving benefits under PASS/IRWE, DVR, or Direct Payments.
- IV. Monthly billings to the County by the Contractor will be pre-negotiated based upon waiver status and based on current County Service Authorization (CSA).
- V. All Contractor claims for billing shall be accompanied by completed AWA reports and shall be submitted before noon on the tenth working day of the month following service provision. Contractor must use a County approved invoice form and cover sheet in order for the County to process payment requests by the Contractor.
- VI. Payments shall be based on the County's receipt of all fiscal and programmatic reports required by the contract to substantiate claims. The County expressly reserves the right to withhold payment in whole or in part when:
 - A. there is no approved County Service Authorization on file at the County;
 - B. the Contractor fails to submit all required documentation and/or required reports or audits;
 - C. in the County's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such additional information is consistent with the requirements of this contract; or if claims are inconsistent with the terms and conditions of this contract.
- VII. Claims for reimbursement received after said date will be processed in the succeeding month's claims for reimbursement. No payment shall be made for services not included in claims submitted within **forty-five (45) days** following the month during which services were performed under this contract.
- VIII. Any fees or revenues generated through services provided under this Agreement shall be used solely within the program area which generated the revenue.
- IX. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with applicable standards, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

- X. Reduction in funding: The County reserves the option to prospectively reduce the amount of this Agreement in the event that funds allocated to the County that are identified sources of revenue for purchasing services via this contract do not become available for use in purchasing said services. The County agrees to promptly notify the contracting Contractor of any reduction in funding by state, federal, or other officials.

SPECIFIC PROVISIONS

The Contractor shall provide Employment and Day Program Services in accordance with the terms and conditions described hereinafter and as outlined in **Exhibit A- Statement of Work**.

I. GENERAL SERVICE DELIVERY REQUIREMENTS

The Contractor shall assure:

A. Health and Safety

1. All services for persons with developmental disabilities must be provided with attention to their health and safety. The Contractor shall comply with all State regulations and all local ordinances on fire, health, and safety standards wherever the service is delivered. For example, this applies to the environment itself, a part of an environment (machinery), or program content (community travel or mobility training).
2. 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, Public Law 91-596, 84 USC 1590, 29 Code of Federal Regulations 1910-1926;
 - b. State - Washington Industrial Safety and Health Act, Revised Code of Washington 49.17, Washington Administrative Code 296-24 and 296-62, State Building Code Act/Uniform Fire Code, Revised Code of Washington 19.27.

B. Client Eligibility:

1. Client eligibility and service referral are the responsibility of the DDD in line with Chapter 388-823 WAC (Eligibility) and WAC 388-825 (Service Rules). Only persons referred by the DDD shall be eligible for direct client services under this Program Agreement. It is the DDD's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.

C. Policies Protecting Individuals' Rights

Contractor must have written policies which protect the human and social rights of individuals receiving services.

D. Client Confidentiality

The Contractor shall comply with all State and Federal requirements regarding the confidentiality of client records. Client information is not disclosable to the public. Information acquired pursuant to RCW 71A.14.070 or RCW 34.05 require a signed Release of Information or a signed Oath of Confidentiality form.

- E. The Contractor shall keep records for six (6) years for eligible clients. These records must include a County approved Service Delivery Outcome Plan written every six months.

F. Reporting Requirements: The Contractor shall submit such periodic reports as required by the County and the State which shall include but not be limited to:

1. **Quarterly Progress Report** – This report shall cover each three-month period of the contract and shall be submitted within 30 days of the end of each three-month period. Each report shall show the progress of all program services in a form and manner prescribed by the County.
2. **Year End Summary Report** – shall be completed by the Contractor and received by the County no later than 30 days after the last day of fiscal year. This report shall include a summary of quarterly information reported.

In the event the Contractor fails to maintain its reporting obligations, the County reserves the right to withhold reimbursements to the Contractor or order payment stopped to a subcontractor in an amount proportional to the data estimated to be outstanding until such time that the data is current.

3. **Individual Work Plans and Progress Reports** – An Individual Work Plan and subsequent Progress Reports shall be developed with each person referred.
 - a. **Work Plan.** Work Plans shall describe individual goals and the collaborative work that will be done to achieve those goals. Goals, responsibilities and timelines will be clearly stated for the service provider and the individual receiving services. An initial Work Plan for each individual will be developed and submitted to the County within 60 days of the date of the County Service Authorization. The Contractor agrees to send a representative to the annual Individual Service Plan (ISP) meeting as scheduled by the state DDD case manager for each client in service.
 - b. **Progress Reports.** Progress Reports on each Work Plan shall identify the achievement of goals attained, goals not attained, and what could be done differently to achieve the unattained goals in the future. Each Progress Report will include input from the individual receiving services that results in the establishment of goals to achieve in the next six months, including the action steps to be taken by the individual, Contractor and interested others, to achieve the goals. Contractor shall prepare and submit Progress Reports every six months to the County.
 - c. The County will accept or reject Individual Work Plans and Progress Reports, provide assistance to the Contractor, or begin a corrective action process.

G. Evaluation

the County will evaluate services provided within the scope of this Agreement according to the criteria attached in **Exhibit C- Criteria for Evaluation** and:

1. **Contractor Evaluation System.** The County will implement a contract monitoring and evaluation system incorporating the most recent Criteria for an Evaluation System provided by DDD.
2. **Compliance.** The Contractor shall provide services in compliance with the Agreement and:

- i. DDD Policy 4.11 County Services for Working Age Adults (incorporated by reference)
 - ii. DDD Policy 6.13 Program Provider Qualifications (incorporated by reference)
- 3. If Contractor provides services to Community Protection clients, Contractor also needs to comply with all criteria listed in:
 - a. DDD Policy 15.03 Community Protection Standards for Employment/Day Programs (incorporated by reference)
- 4. The County will include in its contract monitoring a review of the following items to assure reasonable compliance with this Agreement:
 - a. Documents verifying compliance with agreement provisions and the delivery of contracted services may include but are not limited to Contractor policies, client and program records, personnel records, client earning records, employee timesheets and calendars, attendance records, newsletters, board roster, board minutes, program announcements; annual or five-year plans, and
 - b. Accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures and payments.
 - c. The County shall conduct at least one on-site visit to each contracted program each biennium. The County shall maintain written documentation of all evaluations and on-site visits. The Contractor shall be responsible for completing all corrective action items by the due date specified in the evaluation report.
- H. The Contractor shall utilize available DVR, PASS/IRWE, Direct Payments or Department of the Blind funding for participants before utilizing funding through this contract for client services. Client services shall not be reimbursed under this Agreement when the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L.94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS) or Impaired Related Work Experience (IRWE) or Foundational Community Supports Grant.
- I. DSHS/WPAS Access Agreement.

The Disability Rights of Washington (formerly Washington Protection and Advocacy System, WPAS, Access Agreement) Washington Protection & Advocacy, Inc.'s (WPAS) February 27, 2001 Access Agreement with the Division of Developmental Disabilities (DDD) is incorporated herein by reference as **Exhibit D**. The Contractor assures that it has reviewed the Access Agreement. The agreement covers WPAS access to individuals with developmental disabilities, clients, programs and records, and is binding for all providers of DDD contracted services.
- J. References. Links to the following exhibits incorporated by reference can be found at the DDD Internet site: <http://www1.dshs.wa.gov/ddd/counties.shtml> and <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual> **These documents are:**
 - 1. WAC 388-845 – 0001,0030,0205,0210,0215,0220,0600-0610,1200-1210,1400-1410,2100,2110.
 - 2. Budgeting and Accounting Reporting System (BARS) Supplementary Instructions
 - 3. Criteria to be included in County-Developed Evaluation System

4. County Guidelines
 5. Credentials and Minimum Requirements
 6. Policy 4.11 County Services for Working Age Adults
 7. Policy 5.13 Protection from Abuse
 8. Policy 12.01 Incident Management
 9. Policy 15.03 Community Protection Standards for Employment/Day Programs
- K. Assignment of Medicaid Billing Rights: The Contractor agrees to assign to the County its Medicaid Waiver Billing Rights for services to DDD clients eligible under Title XIX Programs. The Contractor acknowledges that written documentation shall be available to DSHS on request. If a subcontractor contracts directly with DSHS to provide covered services under Title XIX, those services will not be billed through this Agreement in accordance with 42CFR447.10.
- L. Debarment Certification: The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of this Agreement/Contract by the County.
- M. Data Security Requirements: Contractor will full comply with and ensure all data security as outlined on **Exhibit G- DDA County Program Agreement Data Security**. Contractor will incorporate any additional data security requirements required by DDA/DSHS by specified deadlines even if new requirements are added after the execution of this Agreement.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR have executed this AGREEMENT the date(s) so noted below.

PACIFIC COUNTY

BOARD OF COUNTY COMMISSIONER

Lisa Olsen, Chairperson

Jerry Doyle, Commissioner

David Tobin, Commissioner

CONTRACTOR

COASTAL COMMUNITY ACTION PROGRAM (CCAP)

Name, Title date

Tax ID #

DUNS #

APPROVED AS TO FORM

Prosecutor's Office WSBA#

ATTEST:

Amanda Bennett Date

Exhibit A- Statement of Work

In the Pathway to Employment model, each individual will be supported to pursue his or her own unique path to work or a career. All individuals, regardless of the challenge of their disability, will be afforded an opportunity to pursue competitive employment. Gainful competitive employment results in individuals with developmental disabilities earning typical wages (Washington State minimum wage or higher) and becoming less dependent on service systems. Contractor shall provide the services defined below and as outlined in **Exhibit D & E**.

Individual Supported Employment: These services are a part of an individual's pathway to employment and are tailored to individual needs, interests, 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.

Community Inclusion: Community Inclusion is an individualized service that provides individuals with opportunities to engage in community based activities that support socialization, education, recreation and personal development for the purpose of: building and strengthening relationships with others in the local community who are not paid to be with the person and learning, practicing and applying skills that promote greater independence and inclusion in their community.

A combination of services and supports may be needed to assist people to:

1. Develop and implement self-directed services,
2. Develop a person centered employment plan,
3. Prepare an individualized budget,
4. Live, volunteer in the community, and/or
5. Obtain the generic community resources needed to achieve integration and employment.

A. Direct Client Services:

- i. Clients in an employment programs will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours work per week or eighty-six (86) hours per month. The amount of service a client receives should be based on his/her demonstrated need, desire, and acuity level.
- ii. Prior to beginning service the Contractor will clearly communicate to the client the minimum and maximum service hours per month they can expect to receive. The Contractor will also communicate the service hour information to the County. If a change in the minimum and/or maximum service hour(s) is expected, the client will be informed prior to the change. The client minimum and maximum service hour(s) will correlate with

the CMIS Planned Rates information and be established as part of the individual's Person Centered Employment and Work Plan. . The client semi-annual progress reports currently referenced in DDD Policy 4.11 (County Services for Working Age Adults) will also include the client service hours received from the provider

- iii. All clients will be contacted by the Contractor according to client need or at least once per month. Clients in Person to Person will be considered stable in their job if they have been employed consecutively for six months.
- iv. 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 month progress report in the next six month progress report.

B. The Contractor shall provide Pathways to Employment Services to individuals authorized by DDD who:

- a. may have been placed and trained through DVR, the Department of the Blind, or PASS/IRWE in paid employment in a community business;
- b. may have been determined to be unable to benefit from DVR services
- c. may have exhausted benefits available to them through DVR or PASS/IRWE

The Contractor will develop employment where individuals earn wages commensurate with the local industry accepted norm and comply with Federal Department of Labor standards.

Payment will be pre-negotiated and made monthly for employment support to each individual. A County Individual Work Plan and Progress Report (IWPPR) will be completed with input from the participant and his or her support network. The IWPPR will be signed by the participant, Contractor, and County prior to commencement of services. A new IWPPR must be generated prior to each new service and be updated at six month intervals.

The Contractor will plan and provide effective support strategies directly related to job tasks and setup, requisite social skills, and related areas such as transportation, co-worker involvement, and natural supports.

The Contractor will provide orientation, information, and training to employers and co-workers regarding support strategies specific to that workplace, and designed to enhance the competence of the co-workers in interactions with the supported employee. Such support will be provided on an ongoing basis.

The Contractor will provide and/or assist the individual in providing the necessary wage and work information to the Social Security Administration with the goal of maintaining eligibility for benefits

C. The Contractor shall document the following outcomes:

- a. That Individual Work Plans and Progress Reports, as defined in this Agreement and within the time frame specified, will be developed and carried out for each person accepted through the County Service Authorization process.

- b. Provision of training and support in social, communication, self-care, and job skills essential to the person's success in the workplace.
- c. Information about wages and benefits for each worker.
- d. Wage and benefit goals and progress toward improved wages and benefits for each worker.
- e. Information about desired and actual work hours for each worker.
- f. Work hour goals and progress toward desired increase in work hours.
- g. That supports (including identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, job counseling and assistive technology needs) have been identified and offered, as needed, to participants.
- h. That supports (including training of co-workers to provide support and training/ support to employers) have been identified and offered as needed in each job placement to ensure jobs are maintained and paid supports are reduced over time.
- i. That workers are replaced or promoted to another job if necessary or when mutually desired.
- j. That job placement and job retention rate goals have been identified and maintained.
- k. That workers are employed in jobs with a minimum 20 hour work week at prevailing wage within six (6) months of the County Service Authorization beginning date.
 - 1. If a person is unemployed for more than six (6) months, there is a time-limited plan in place to secure employment that is incorporated in a Request for Exception to Policy.
 - 2. If workers are placed in jobs less than 20 hours per week, there is a time-limited plan for increased work hours incorporated in a Request for Exception to Policy.
- l. Efforts to secure jobs for all workers that include benefits such as sick and annual leave, insurance and other company paid benefits and reasons for exceptions

EXHIBIT B- Budget*Contract # 2023-2025 CCAP DD*

Service	July 1, 2023-June 30 th , 2024	July 1 st 2024- June 30 th , 2025
Individual Supported Employment, and Community Inclusion Services	\$327,878	-

Service	July 1, 2024- June 30, 2025 Rate	July 1, 2024- June 30, 2025 Rate
Individual Supported Employment	\$80	-
Community Inclusion	\$60	-

EXHIBIT C- Criteria for Evaluation

Contract # 2023-25_CCAP DD

A. SERVICES ACCORDING TO INDIVIDUAL NEED -- The service provider documents:

That services the participant is receiving relate to the participant's Individual Habilitation Plan (IHP) (ICF/ID), PASRR Level II Assessment, DDA Assessment including the Person Centered Service Plan (PCSP) and/or Individualized Family Service Plan (IFSP).

A copy of the current annual DDA Assessment, Service Summary, and Employment Summary or PASRR Level II Assessment or IHP or IFSP if applicable, will be maintained in the participant's file.

There is a County approved grievance process for participants that:

Is explained to participants and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;

Negotiates conflicts;

States advocates are available and participants are encouraged to bring advocates to help negotiate;

Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);

Prohibits retaliation for using the grievance process;

Includes a process for tracking and reporting grievances.

Participants and others, in accordance with DDA Policy 5.06, Client Rights, have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the participant's family, guardian or advocate is also informed.

B. HEALTH AND SAFETY -- The service provider has a policy that addresses confidential / private information for and documents:

Incidents involving injury, health or safety issues are reported to DDA and the County reference DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers.

Incident reports are tracked and analyzed for potential trends and patterns.

Mandatory reporting is done in accordance with Chapter 74.34 RCW, Abuse of Vulnerable Adults and Chapter 26.44 RCW, Abuse of Children.

Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

C. POLICIES PROTECTING INDIVIDUAL RIGHTS -- The service provider has policies that protect individual rights that include but are not limited to:

Respectful staff-to-client interactions;

A person's right to be treated with dignity, respect and free of abuse;

A person's right to privacy; and

Safeguarding personal information.

D. ORGANIZATIONAL DESIGN -- The service provider documents:

Contract # 2023-2025_CCAP DD

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The date policies are implemented or date they are revised.

A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance. Document progress on performance indicators identified in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

Direct service staff are trained and has experience in accordance with DDA Policy 6.13.

That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles "GAAP" provide financial statements within nine months subsequent to the close of the subcontractor's fiscal year. An agency, for-profit or non-profit, who receives in excess of \$100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements.

An administrative/organizational structure that clearly defines responsibilities.

Each employee has a current (within three years) DSHS background check in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Child Development Service providers may submit background checks directly to the BCS at DSHS or they may submit background checks to the Department of Children, Youth and Families, for processing by the DSHS BCCU.

Evidence that it employs typical safety protection based upon the environment the participant is working or receiving services in.

Equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, Limited English Proficient (LEP) Clients).

CRITERIA FOR SPECIFIC SERVICES

E. CHILD DEVELOPMENT SERVICES (Birth to Three) -- The County evaluates, in collaboration with the Local Lead Agency, that service providers document:

The child and family received timely services. (Services are considered timely if they begin within 30 days of the start date on the signed IFSP unless documented that there was an exceptional family circumstance).

Services are in compliance with the natural environments criteria for IDEA, Part C and Washington State's federally approved Early Intervention Plan.

Training, experience, and expertise of staff meet the highest entry level requirements in Washington State for Early Intervention professionals and relate to the needs of the child.

Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) was conducted within 45 days of receipt of referral. (Referral is defined as the date the family resources coordinator or lead agency received referral)

The family was assisted to ensure the child obtained an evaluation by a multidisciplinary team.

Contractor received from the parent, in writing, consent for all activities related to the provision of Early Intervention Services in the family's native language or other mode of communication.

The IFSP was 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.

Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family. Child specific outcomes reflect the child's participation in everyday routines and activities. Family specific outcomes address the capacity of the family to enhance their child's development.

Services and supports were provided, to the maximum extent appropriate for the individual child, in naturally occurring environments and occurs in a setting other than a natural environment only when early intervention cannot be achieved satisfactorily for an infant or toddler in a natural environment.

A transition plan for each child participating in the early intervention program was developed at least 90 days prior to the child's third birthday.

F. ALL EMPLOYMENT SERVICES-- The service provider documents:

Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All employment plans should address how the participant will pursue and maintain a community paid job, increased wages, and increased work hours towards a living wage.

Current date;

Timeline for the plan;

Participant's name first and last;

Participant ADSA ID;

Employment goal;

The preferred (job type) the participant wishes to obtain or maintain;

The preferred wages/salary the participant wishes to earn;

The number of hours the participant prefers to work;

The agreed upon time line to achieve the employment goal.

The participant's skills, gifts, interests and preferred activities;

Measurable strategies and timelines (action steps and supports) to meet the employment goal;

Identification of persons and/or entities available to assist the participant in reaching his/her employment goal (example: a family member, Vocational Rehabilitation services, etc.) and;

Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.

All services relate to the participant's individually identified goal(s) as outlined in the employment plan.

The identification and provision of supports necessary for job success have been provided to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.

Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained and fading is occurring. This also includes the development of natural supports.

Employment service activities and the outcome of those activities in the participant's progress reports.

Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.

Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, County Services for Working Age Adults.

Information about wages, productivity, benefits, and work hours for each participant.

Progress in achieving increased wages and work hours for each participant.

Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in the greater community and supports individuals to have 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; the setting provides opportunities to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports, and who provides them.

Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

G. GROUP SUPPORTED EMPLOYMENT-- The service provider documents:

Individuals participating in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community.

The direct service staff hours supporting the group.

H. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES-- The service provider documents:

Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.

State-adopted self-employment guidelines are followed for any individual who owns and operates a business. In addition, at 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.

I. COMMUNITY INCLUSION SERVICES -- The service provider documents:

Adult Community Inclusion plans will include information that identifies and addresses the individualized goal and support needs for each participant. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:

Current date;
Time line for the Plan;

Participant's name first and last;
Participant's ADSA ID;
The participant's skills, gifts, interests, and preferred activities.
The Community Inclusion goal. The goal needs to relate to the following (per the County Guide to Achieve Developmental Disability Administration Guiding Values):
Identify integrated community places where the participant's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
Identify typical community clubs, associations, and organizations where the participant can be a member and have decision making capacities.
Identify opportunities where the participant can contribute to the community doing new and interesting things or things the individual enjoys.
Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.
The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & Advocacy)
Measurable strategies and time lines (action steps and supports) to meet the goal.
Identification of persons and/or entities available to assist the participant in reaching his or her long term goal.
Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.

All services relate to the participant's individually identified goal(s) as outlined in their plan.

Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period

Each participant is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age.

Each participant is assisted to take part in activities on an individualized basis.

The opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant. This also includes the development of natural supports and fading of paid staff support.

Volunteer opportunities comply with U.S. Department of Labor standards and applicable state standards.

Service activities and the outcome of those activities are documented in the participant's progress reports.

Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 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.

Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

EXHIBIT D- Individual Employment Billable Activities

Contract # 2021-22_CCAP DD

Pathway to employment service definitions

- A. Outcome: The outcome for pathway to employment services is always paid employment and/or self-employment. Client activity outcomes are described in the Strategies and Progress / Outcome Measures
- B. Phase: Describes the general stage along an individual's pathway toward individual community employment at minimum wage or better.
- C. Element: A component of the employment phase that organizes activities into related tasks and strategies.
- D. Activity: Reportable service activities within each element that directly benefit the client and support the employment goals within the individual employment plan. Employment activities may take place with the client present or on behalf of the client when he or she is not present.

Reference Documents

- E. Employment Phases and Billable Activities: This document describes different phases a client in employment services may experience, and the associated service strategies and activities the client might expect. As the process for obtaining paid employment is individualized, the phases do not assume a linear process requiring all elements.
- F. The document also defines what activities may be billed by employment providers and the billing category under which those hours should be reported.
- G.
- H. The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Individual Employment Plan.
- I.
- J. Employment Activities - Strategies and Progress /Outcome Measures This document puts the elements and activities of the employment phases into the context of assessment and accountability. It assists in answering the question "How can we assess whether or not progress has occurred for the service strategies employed on behalf of the client?" This document will be incorporated by reference within the July 1, 2011 contract with Counties and should be used as a tool for provider assessment and monitoring

Phase I

Intake

- Meeting with individual, family and/or other support persons
- Provide system overview including services and funding
- Complete initial paperwork including intake assessment
- Collect individuals history/information/ records from other sources
- Explore resources from:
 - Division of Vocational Rehabilitation (DVR)
 - Social Security Administration
 - Mental Health (MH)

Discovery

- Identify what are job interests
- Conduct an assessment - skills inventory
- Spot potential obstacles and probable remedies
- Consider current job market compared to individuals desired job(s)
- Develop plan including:
 - Goals
 - Methods
 - Strategies

Assessment

- Sample various work sites – tours
- Trial work experience
- Adaptive technology planning

Job Prep

- Travel training
- Interview skills
- Grooming / hygiene / professional appearance
- Teach self advocacy
- Assistance obtaining required job items – i.e. food handlers' permit, First Aid card etc.
- Develop portfolio / resume
- Apprise of job clubs

Phase II

Marketing / Job Development

- Conduct labor market analysis
- Network
- Target / Research Employer
- Develop relationship with employer
- Educate employer – benefits to employee individual, clarify roles, outline expectation, etc.
- Evaluate employment site, provide proposal to employer and secure commitment.
- Complete job/task analysis
- Identify natural supports
- Identify potential obstacles
- Negotiate job start
- Assist with interview process
- Job replacement / change
- Customize job / job carving
- Match the employment opportunity to the interest, strengths, and skills of the individual.

Phase III

Job Coaching / Job Support

- Assessment – development supports to maintain independence – i.e. jigs, checklist etc.
- Coordinate with: transportation and individuals home site schedule
- New hire orientation / testing
- Provide intensive onsite instruction / education
 - To the individual
 - To the co-workers
 - To the supervisor
- Develop natural supports
- Continuous evaluation – modifying job-site, task, and supports as necessary
- Advocating / problem solving / crisis management
- Identify stabilization
- Develop fade schedule
- Continuous communication- families, and the employer
- Coordinate referrals to community resources and case management
- Develop follow-up support plan

Retention / Follow Along

- Advancement
- Periodic on-site visits
- Communication upkeep and relationship expansion/continuation
- Quality assurance - monitoring
- Problem recognition / resolution
- Job modifications – new job tasks – re-training
- Business monitoring change – staff/co-worker re-training etc.
- Advocating – advancement opportunity, increased benefits, and/or more hours
- Update employment plans

Other Staff Hours

1. Record Keeping (without client present), reported under recordkeeping

- Periodic progress reports
- Incident reports
- Satisfaction surveys
- Maintain files/records
- Report wage/hour info

2. Recordkeeping (with client present) All recordkeeping that occurs with the client present, will be reported under the associated phase.

EXHIBIT E – Community Inclusion Billable Activities

Contract # 2023-25_CCAP DD

Community Inclusion Billable Activities –Direct service staff time spend in assisting individuals to participate in activities that promote individualized skill development, independent living and community integration. Activities must provide individuals with opportunities to develop personal relationships with others in their local communities and to learn, practice and apply life skills that promote greater independence and community inclusion.

Intake

- Meeting with individual, family and/or other support persons
- Provide service overview and review service requirements/expectations
- Complete initial paperwork including intake assessment
- Collect individuals history/information/ records from other sources

Discovery

- Identifying people and places within the local community where an individual's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
- Identify skill, interests and potential for community contribution
- Conduct an assessment - skills inventory
- Sample various community service sites and activities in line with Community Inclusion goals.
- Spot potential obstacles to participation and probable remedies
- Identify community organizations and activities compatible with interests/contributions
- Develop Community Inclusion plan including
 - o Goals
 - o Methods/Strategies
 - o Timelines

Community Participation, Skill Development & Coordination

- Developing a balance of supports to promote independence, personal growth and/or engagement in the following areas:
 - o Socialization
 - o Education
 - o Recreation
 - o Personal Development

Other Support hours

- Record Keeping:
 - o Contact notes/logs
 - o Progress reports
 - o Incident reports
 - o Satisfaction surveys
 - o Maintain files/records
- Attend annual ISP meetings

Exhibit G- DDA County Program Agreement

Contract # 2023-25_CCAP DD

Special Terms and Conditions

1. Definitions Specific to Program Agreement: The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

a. "Acuity Level" means the level of a Client's abilities and needs as determined through the DDA assessment.

b. "ALTSA Web Access (AWA)" means a web-based portal to the Developmental Disabilities Administration CARE system designed to support county services for DDA clients.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "Budget and Accounting Reporting System (BARS)" means a master classification of balance sheet, revenue and expenditure/expense accounts.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by a Client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": means individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests Special Terms and Conditions and provide opportunities typically experienced by the general public of similar age in their local

community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three 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.

(3) "Individual Supported Employment" or "IE": services are a part of a 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.

(4) "Individualized Technical Assistance" or "ITA": services are a part of a Client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for Clients who have not yet achieved their goal.

(5) "Group Supported Employment" or "GSE": services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "DDA Case Resource Manager (CRM)" means a case manager for DDA Clients.

j. "County Service Authorization (CSA)" means an authorization for county services.

k. "Developmental disabilities (DD)" means a disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

l. "Developmental Disabilities Administration DDA" means a division within the Department of Social and Health Services.

m. "DDA Regional office (DDA Region)" means the regional DDA office that supports DDA clients.

n. "Division of Vocational Rehabilitation (DVR)" means a division within the Department of Social and Health Services

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific timeframes. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "Medicaid Home and Community Based Services (HCBS)" means services that occur in a Client's home or community rather than institutions or other isolated settings. These programs serve a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours.

s. "Preadmission Screening and Resident Review (PASRR)" means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.

t. "Person Centered Service Plan or PCSP" means a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

x. "Subcontractor" is the service provider contracted by the County to provide services.

2. Purpose: This Program Agreement is entered into between the Developmental Disabilities Administration and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. Client Eligibility: Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4. Credentials and Minimum Requirements:

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. **Administration Responsibility:** The County must demonstrate the ability to administer the program agreement including contract oversight and monitoring, community outreach and education activities, and regular communication with the DDA Regional Office (DDA region) and contracted providers.

d. **Fiscal Responsibility:** The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. **Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems:** The County will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur. Policies shall be dated and include dates when updated.

f. **Background/Criminal History Check:** A background/criminal history clearance is required every three years for all employees (including DD program County staff), subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

g. **Qualified Advisory Board Members:** A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. **Qualified Service Providers:** The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, Program Qualifications for Employment and Day Program Providers.

i. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights:** The County assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. **Reporting Abuse and Neglect:** The County staff and its subcontractors who are mandated reporters under RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 6-08, Incident Management and Reporting Requirements for County and County-Contracted Providers, if:

(1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

(2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

m. Counties are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement; and

(2) Attached Exhibits.

5. Duty to Disclose: Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The County is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

6. Statement of Work: The County shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The DDA region shall:

(1) Review subcontractors and shall immediately notify the County of any concerns with the subcontractors identified by the County;

(2) Inform and include the County in the discharge planning of Client's leaving institutions and returning to the community who will need program funding;

- (3) Inform the County of Client's who have had their waiver status changed;
 - (4) Work with the County when referring Client's for services and will withdraw referrals when authorization is not issued;
 - (5) Authorize new service within 5 working days and will extend existing service authorization before expiration date;
 - (6) Inform Clients of service changes through Planned Action Notice(s);
 - (7) Work with the County to document planned services in the Client's Person Centered Service Plan including notification of assessment dates;
 - (8) Work with the County when terminating services;
 - (9) Work with DDA Head Quarters and the County on Spending Plan adjustments; and
 - (10) Work with the County in participating in evaluation of direct service providers.
- b. The County shall:
- (1) Work with the DDA Region when Clients are referred for services, authorized services, and/or for support modifications;
 - (2) Work with the DDA Region to document planned services in the Client's Person Centered Service Plan;
 - (3) Assist with informing the DDA Region of any potential service level changes not documented in the Client's DD Assessment prior to any changes;
 - (4) Work with the DDA Region regarding service termination;
 - (5) Work with the DDA Head Quarters on Spending Plan adjustments;
 - (6) Inform the DDA Region of new providers to be included on the ALTSA Web Access (AWA) system;
 - (7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;
 - (8) Provide a copy of each subcontractor's contract upon written request from DDA; and
 - (9) Notify and work with the DDA Regional Employment Specialist when performing evaluations of direct service providers.
- c. Compliance with Budget and Accounting Reporting System Policies: The County shall take any necessary and reasonable steps to comply with BARS Policies.

d. The County shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "County Best Practices":

(1) DDA Policy 4.11, County Services for Working Age Adults;

(2) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 2100, 2110;

(3) Criteria for Evaluation;

(4) DDA Guiding Values;

(5) County Guide to Achieve DDA's Guiding Values;

(6) DDA Guidelines for Community Assessments within Employment and Vocational Programs; and

(7) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required by WAC 388-850-020.

f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices>) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the County and the DDA Region.

g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Applications (RFAs), Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services, excluding Child Development, will be open continuous enrollment.

h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA.

i. Technical Assistance: DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.

j. Subcontractors: The County will pass on all applicable contractual requirements that are between DDA and the County to the subcontractor. The County shall immediately notify the DDA Region of the County's intent to terminate a subcontractor who is serving a DDA referral. Individuals or agencies contracted with a county or DDA may not subcontract for Employment or Community Inclusion services.

k. The County shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) Client's with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DDA PCSP is the driver for service. The AWA County Service Authorization (CSA) and updated Planned Rates information will not exceed the Client's DDA PCSP. Service changes will not occur until the Client has received proper notification from DDA.

(4) All Clients will have an Individualized Employment and/or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their DDA Case Resource Manager (CRM), guardian and others as appropriate.

(5) Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s). All Clients will be contacted by their service provider according to Client need and at least once per month.

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within six (6) months, the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. 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 strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. When requesting to participate in CI, the Client shall communicate directly with his or her DDA Case Manager. The DDA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee DDA Client's date of hire. At the end of the six-month period, if the DDA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DDA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County or DDA approves the continuation of long-term supports where the service provider is also the Client's employer, the County or DDA will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

(a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(b) A GSE Client must be on-site/at work at least their base individual hours as a minimum per month. If a Client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group (what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).

(c) A GSE agency may not bill for a GSE Client who does not receive services during an entire service month.

(d) A GSE agency must have a record of which staff is supporting which Clients on any given day.

(e) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the Client plan to move a Client on their pathway towards their employment goal(s).

(f) Running a GSE service is a part of the business operation and not billable to Clients (contract procurement, contract maintenance, or administration functions associated with GSE).

(g) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 – 4 for element / activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42 C.F.R. Section 441.301(c)(4), including that:

(a) The setting is integrated in the greater community and supports Client's to have full access to the greater community;

(b) Ensures the Client receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

l. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The County's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to DDA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor every two (2) years. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.

n. The County shall work with local developmental disability advisory groups to plan for and coordinate services.

o. The County shall participate in regularly scheduled meetings between County DD staff and DDA staff to remain updated and current including ACHS and Regional Meetings.

p. AWA Data System: In compliance with the AWA Training Manual, the County shall use the AWA data system for all:

- (1) Billing requests;
- (2) Service provider address and phone number maintenance;
- (3) Evaluation dates;
- (4) Employment outcome information; and
- (5) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions, which is hereby incorporated by reference.

q. Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the County will correct and resubmit the data within thirty (30) days.

r. Review and respond the AWA "Work List" items within 5 working days including Referrals and pending Authorization.

s. Review the AWA "Ticklers" Planned Rate tab and update the planned rate within 5 working days after the Planned Rate start date.

t. Partnership Project.

(1) A Job Foundation document will be completed per guidelines for eligible students. Eligible students are DDA clients who were born between:

(a) For fiscal year 2021 9/1/00 through 8/31/01

(b) For fiscal year 2022 9/1/01 through 8/31/02

(c) For fiscal year 2023 9/1/02 through 8/31/03

(d) For fiscal year 2024 9/1/03 through 8/31/04

These students currently attending school and have completed an application to participate in this Value Based Payment (VPB) project. The VPB project application will include the following minimum criteria identified in the sample application found at:

https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/Job%20Foundation%20Application_040720%20%28002%29.docx

(2) Qualified providers will collaborate with School District staff to complete the Job Foundation document and then provide a copy to the County. To be a qualified provider for the Partnership Project the Counties must require the provider to have a current contract with the Division of Vocational Rehabilitation; a contract in good standing with the County and cannot be in provisional status; a minimum of two years' experience providing Individual Employment with demonstrated job placement skills. The Job Foundation recommendation will only have actionable next steps towards integrated competitive employment.

(3) County participating in the Partnership Project must have the ability to work collaboratively with School Districts to identify DDA students in high school, collect and track information, be proficient in electronic spreadsheets, and ability to evaluate if completed Job Foundation document(s) meet quality standards.

u. Employment Outcome Payment. – Providers, with transition students born between:

(1) For fiscal year 2023 9/1/00 through 8/31/01

(2) For fiscal year 2024 9/1/01 through 8/31/02

(3) For fiscal year 2025 9/1/02 through 8/31/03

(4) For fiscal year 2026 9/1/03 through 8/31/04

High acuity Clients who are authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart in the DDA Billing Instructions. If the County is also the service provider DDA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the DDA. The DDA HQ Employment and Day Unit Manager reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the HQ Employment and Day Unit Manager for approval as changes occur. The rate schedule will include the following information:

(a) County(s) name;

(b) Time period for which the schedule is applicable; and

(c) Each contracted direct service (IE, GSE, CI, ITA, CDS) and its associated rate.

(2) Fee Limitations: The DDA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Budget and Spending Plan, attached as Exhibit B:

(1) Budget amount listed in Exhibit B: The County may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in Exhibit B. The waiver revenue dollar amount may be exceeded to accommodate Clients moving from state-only employment and day services to waiver employment and day services.

(2) Spending Plan: DDA will provide the initial spending plan / Program Agreement Budget / Exhibit B. Funding shall be distributed under State and Medicaid in the revenue section. The planned expenditures for Consumer Support are based on authorized Clients, their acuity level and work history for a given point in time. To determine the Additional Consumer Support amount, the Consumer Support amount is multiplied by a percentage. The spending plan may only be modified by mutual agreement of the parties in writing and shall not require a program agreement amendment.

(a) Funds Designated for Additional Consumer Services: If a County provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.

(b) Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These Clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a Client no longer needs and wants services, the funds are available for other Clients who are not part of the group of original Clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.

c. Program Agreement Amendments: A County can request an amendment at any time. An amendment for additional Client(s) may be supported when clients exceed the number used to develop the contract. An amendment for additional service hours authorized may be supported when county provides evidence. An amendment request for expenditures exceeding contract total due to hourly rates paid to service provider may not be supported as the county is responsible to manage contract and rates paid to their providers.

d. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

8. Billing and Payment:

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, which are defined by DDA as cost incurred by the program for:

(1) Administration: Costs of the County Human Services Department or similar county office, responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and county indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines. For a County whose designated coordinator manages multiple programs, the County must be able to provide evidence of the time the coordinator spent working on the Developmental Disabilities program.

(2) Additional Consumer Services:

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.

(b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities.

i. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like generic job development e.g. "Project Search."

ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

iii. Partnership project: Collaborative partnerships with school districts, employment providers, Division of Vocational Rehabilitation (DVR), families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).

(3) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion Services are individualized and provided in integrated community settings with other individuals without disabilities. The activities are based on Client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support Clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals age 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(c) Child Development 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.

(d) Individual Supported Employment services are a part of a Client's pathway to employment and are tailored to individual needs, interests, and abilities to 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 (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of a Client's pathway to employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion. This is in addition to supports received through supported employment or community inclusion services for individuals who have not yet achieved their goal.

(f) Group Supported Employment services are a part of a Client's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the total amount listed in Exhibit B to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount. Counties will work with DDA HQ on amendments to the Program Agreement.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be entered and posted into the AWA system. The County may post a combined claim of all programs/services covered by this Program Agreement. DSHS shall make all payments due to the County for all invoices submitted pursuant to this section within forty five (45) days following posting of required information.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each Client is made on the AWA system by indicating the number of service units delivered to each Client listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. Program Administration: The County will provide program administration and coordination including such activities as planning, budgeting, contracting, monitoring, and evaluation. Monthly claims for administration can be 1/12 of the maximum amount identified in Exhibit B under Administration or for the actual costs incurred in the given month but the total Administration billed will be the lesser of the two. Administration cost reimbursement will not exceed 7% unless the Assistant Secretary of DDA approves a request for an exception under chapter 388-850 WAC.

g. The Individual Employment Phases & Billable Activities document defines the individual Client services that DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/county-best-practices>.

h. The Community Inclusion Billable Activities document defines the individual Client services DDA reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/county-best-practices>.

i. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the DDA Region within forty-five (45) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past sixty (60) calendar days after the Program Agreement fiscal year.

j. Recovery of Fees: If the County bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the County shall fully cooperate during the recovery.

k. Preadmission Screening and Resident Review (PASRR) Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

l. Reimbursement for Partnership project: A claim of \$2,400 per student for each completed Job Foundation document that is at a satisfactory or above rating will be requested through the AWA system as other monthly cost.

m. Job Foundation report line item 95 and 96 as identified in the ADSA Web Access (AWA) billing system. King, Snohomish and Pierce Counties will use line item 95, all other participating Counties will use line item 96 (OSPI). A copy of the completed Job Foundation document will be sent electronically to the shared mailbox located at: DDAJobFoundationReports@dshs.wa.gov

n. Job placement verification for transition students: The AWA Employment Output for Individual Employment will be completed and submitted with payment request to verify employer, job start date, job type, etc.

o. Job Foundation Administration: The County may bill for administration costs as identified in Exhibit

B. Monthly claims for administration cost will be based on the actual expenditures multiplied by 7%. King, Snohomish and Pierce Counties will use line item 13, all other participating Counties will use line item 14 (OSPI).

9. Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the County a list of ICF/ID residents who attend a day program.

10. Single State Medicaid Agency—Health Care Authority (HCA): HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The County only has responsibility for services covered in this agreement.

11. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The County assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

12. Confidential Information. All Counties and their subcontractors must:

- a. Ensure the security of Confidential Information, and
- b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:
 - (1) Using a Trusted Network; or
 - (2) Encrypting the Confidential Information, including:
 - (a) Email and/or email attachments
 - (b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

13. Data Security Requirements. Exhibit A shall only apply to the County if the County possesses 150 or more DSHS records across all programs or services throughout their organization, or transmits more than 5 records at one time.

14. Supersession of Prior Data Security Agreement. If the Parties hereto have previously entered into a Standalone Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution said Agreement shall take precedence as the sole Data security Agreement between the Parties.

Exhibit A – Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

- a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
- b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
- c. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).
- d. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.
- e. “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 128 bits (256 preferred) 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.
- f. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- g. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

h. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

i. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. Authority. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshsclient-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. Administrative Controls. The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. Paper documents. Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. Data storage on portable devices or media.

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

- i. Keeping them in a Secure Area when not in use,
- ii. Using check-in/check-out procedures when they are shared, and
- iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contract listed in the contract and keep a copy of that attestation for your records in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. Data Disposition. When contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. Data shared with Subcontractors. If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.