

Whatcom County Developmental Disabilities Employment and Community Access Services

Program Implementation Guide



2017-19

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2017-19 Developmental Disabilities Program Implementation Guide

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1.0 PURPOSE

The Whatcom County Health Department, Developmental Disabilities Program currently contracts to provide Pathway to Employment and Community Access Services for clients of the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA).

The purpose of this Program Implementation Guide (PIG) is to provide an overview of County service requirements, policies, and procedures related to the implementation of County-funded employment and retirement services.

The requirements outlined in this guide, as well as those contained in the attached contract, will provide the basis for contract compliance reviews. All references to DSHS/DDA policy may be found online at <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>.

2.0 MODIFICATION

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

3.0 DEFINITIONS OF TERMS

CMIS:	Case Management Information System
Client:	An individual with a developmental disability, authorized for service by the Washington State Department of Social and Health Services, Developmental Disabilities Administration
Confidential Information	Information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential information includes, but is not limited to personal information.
Contractor:	A vendor (i.e. a for-profit or non-profit agency) that delivers specified services under contract with the Whatcom County Health Department, Developmental Disabilities Program
CSA:	County Service Authorization

DDA:	Department of Social and Health Services, Developmental Disabilities Administration.
DSHS:	Washington State Department of Social and Health Services
DVR:	DSHS, Division of Vocational Rehabilitation
IRWE:	Encryption must use a key length of at least 128 bits. Impairment-Related Work Expense, a Social Security Work Incentives program
HCBS	Home and Community Based Services
PCSP:	Person Centered Support Plan; a document that authorizes and identifies the DDA paid services to meet a client's assessed needs.
PASS:	Plan for Achieving Self-Support, a Social Security Work Incentives program
PASRR	Preadmission Screening and Resident Review
Personal Information:	Information identifiable to the person, including but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services, address, telephone number, social security number, driver's license number, financial identifiers or other identifying numbers.
RCW:	Revised Code of Washington
WAC:	Washington Administrative Code

4.0 APPLICABLE POLICIES, LAWS, AND REGULATIONS

The Contractor will provide employment and community access services to persons determined eligible by DSHS/DDA in accordance with the following policies, laws, and regulations and will comply with all applicable federal state and local laws, rules, and regulations in implementing this contract.

A. Federal Law and Regulations

Americans with Disabilities Act (ADA) (<http://www.usdoj.gov/crt/ada/adahom1.htm>)
 Individuals with Disabilities Education Act (IDEA) (<http://idea.ed.gov/>)
 Fair Labor Standards Act (FLSA) (<http://www.dol.gov/esa/whd/flsa/>)
 Rehabilitation Act of 1973 (<http://www.ed.gov/policy/speced/reg/narrative.html>)
 Code of Federal Regulations: [42CFR 441 530\(a\) \(1\)](#) Home and Community Based Settings

B. Revised Code of Washington

26.44	Abuse of Children
49.46	Minimum Wage Act
42.56	Public Records Act
43.43.830 - 845	Background Checks
49.17	Washington Industrial Safety & Health Act
71A.14.070	Confidentiality of Information, Oath
74.15.30	Background Checks, health and safety
74.34	Abuse of Vulnerable Adults

C. Washington Administrative Code

296-24	General Safety & Health
296-62	General Occupational Health Standards
296-128	Minimum wages
388-823	Developmental Disabilities Administration Eligibility
388-825	Developmental Disabilities Administration Service Rules
388-845	Home and Community Based Waivers
388-828-9200	Employment Acuity Score
388-828-9325	Employment Service Level
388-828-9310	Community Access Service Level
388-850-025	Program Operations, General provisions

D. DDA Policies <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

4.11	Working Age Adults Policy
5.01	Background Authorizations
5.06	Client Rights
5.13	Protection from Abuse
5.14	Positive Behavior Supports
5.15	Use of Restrictive Procedures
5.17	Physical/Manual Intervention Techniques
6.08	Mandatory Reporting
6.13	Day Program Provider Qualifications
6.21	Provider Qualifications for Individualized Technical Assistance
9.07	HIV/AIDS
15.03	Community Protection Standards for Employment/Day services

D. County Guidelines

Please see

https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf

E. County Criteria for Evaluation

Please see <https://www.dshs.wa.gov/dda/county-best-practices>

F. [DSHS General Terms and Conditions, DSHS DDA County Program Agreement](#) for the current biennium

G. Exhibit A-Data Security Requirements

5.0 **ORDER OF PRECEDENCE**

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

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

6.0 **HEALTH, SAFETY, AND INDIVIDUAL RIGHTS**

6.1 **Background Checks**

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

The Contractor will ensure that:

- The criminal background clearance is completed in line with procedures and requirements outlined in DSHS/DDA policy [5.01 Background Authorizations](#) this includes but is not limited to:
 - Complete a DSHS Name/DOB background check using form [DSHS 09-653](#) every three years for all employees, interns, and/or volunteers who may have unsupervised access to vulnerable clients
 - Complete a fingerprint background check for all individuals who have resided less than three (3) consecutive years in Washington State following the procedures outlined in Policy 5.01.
 - Individuals may not work in a capacity that involves unsupervised access to clients until non-disqualifying background check results are received from DDA.
 - Write “New Hire” in the processing code box in the top right corner of the form for new staff to prevent delays.
 - Verify applicant’s information provided on the form through photo identification such as driver’s license, passport, tribal id. Etc.
 - Automatically disqualify applicants with disqualifying crimes and negative actions identified in WAC [388-113-0020](#)
 - Conduct a character, competency and suitability (CCS) review for those applicant’s with a BCCU results letter as outlined in policy 5.01.

The Contractor will make available upon request by the County proof of satisfactory background check clearance, free of disqualifying convictions from the DSHS Background Check Unit

(BCCU), for each employee, subcontractor, intern, and/or volunteer involved with the provision of services specified in this Agreement. If an employee, volunteer, or intern is retained after the Contractor receives notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then the County shall deny payment for any subsequent services rendered by the disqualified employee, volunteer, or intern.

6.2 Mandatory Reporting of Abuse, neglect and other incidents

The contractor's staff providing services to individuals with developmental disabilities are deemed mandatory reporters, and are responsible for reporting incidents of suspected abandonment, abuse, exploitation, financial exploitation, mistreatment and neglect of clients of in line with [DDA Policy 6.08](#).

- Reporting to the County and DDA must comply with the requirements, definitions and timelines outlined in the policy.
- Contractor must have policies and procedures in place consistent with Policy 6.08
- The contractor must use an approved incident reporting form, when providing written report of incidents to the County and DDA.
- Completion of [DSHS Form 27-081](#) by each administrator, employee contractor or volunteer upon hire and annually thereafter, and kept in the employees file.

6.3 Access to Disability Rights Washington (DRW)

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

6.4 Client Rights

The Contractor will provide each client who is receiving services and/or his/her legal guardian, as appropriate, with information explaining the client's rights as a consumer of contracted services. This information will include the following:

- a. Participant rights, per [DSHS/DDA Policy 5.06](#)
- b. Grievance procedures: The Contractor will have written grievance procedures approved by the County that:
 - Are explained to the client, guardian, or advocate upon entry into services
 - Ensures that conflicts are negotiated
 - Provides a dispute resolution process using someone unaffected by the outcome, if the conflict is unresolved
 - Ensures that advocates are available and that participants are encouraged to bring advocates to help negotiate.

- Includes DDA case management in the grievance process
 - Includes a process for tracking and reporting grievances.
- c. Services and supports that may be expected from the program including type and amount of support.

Grievance procedures and participant’s rights should be provided to the client upon entry into the program. The Contractor will confirm that the information was provided through documentation of a client or guardian’s signature and date. The County recommends that clients’ rights and grievance procedures be reviewed annually with the client/guardian.

6.5 Health and Safety Regulations

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

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

- a. Federal: [Occupational Safety and Health Act](#) of 1970, P.L. 91-596, 84 USC 1590
- b. State: Washington Industrial Safety and Health Act, RCW 49.17, WAC 296-24 and 296-62; State Building Code Act/Uniform Fire Code, RCW 19.27

6.6 Staff Intervention

The Contractor will provide for staff intervention in the most dignified, age-appropriate manner necessary in all situations, including instances when a client’s behavior jeopardizes the safety of him/herself or others, or the behavior significantly disrupts program operations. All interventions shall meet requirements under DSHS/DDA [Policy 5.14](#), Positive Behavior Supports, [Policy 5.15](#), Use of Restrictive Procedures, and [Policy 5.17](#), Physical Intervention Techniques.

Restrictive procedures implemented under emergency guidelines as described in DDA Policy 5.15 *Use of Restrictive Procedures* and Policy 5.17 *Physical Intervention Techniques* must be reported in writing to DDA within 1 business day as outlined in Policy 6.08.

6.7 Community Protection Standards for Employment and Day Program Services

Services to DDA identified “community protection” clients referred for Employment or Community access services, will be provided in line with DSHS DDA policy 15.03 “Community Protection Standards for Employment and Day Program Services”. For more information on the DDA Community Protection program please see: <http://www.dshs.wa.gov/pdf/EA/Q&ACommProt.pdf>

6.8 Updated Medical Information

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

6.9 Confidentiality and Data Security

- A. The contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information for any purpose that is not directly connected with the performance of County funded services, except:
 - 1. As provided by law
 - 2. In the case of personal information, as provided by law or with written consent of the person or personal representative of the person who is the subject of personal information.
- B. The Contractor's employees with access to confidential information are required to sign an oath of confidentiality, pursuant to RCW 71A.14.070. In order to share confidential information with other agencies, individuals, or entities, the Contractor will require Release of Information Forms (ROIF) signed by the client or guardian and indicating the type of information released, the agency to whom the information will be released, and for how long or for what purpose(s) the ROIF is valid.
- C. The contractor shall protect and maintain all confidential information gained by reason of contracted County services against unauthorized use, access, disclosure, modification or loss. This duty requires the contractor to employ reasonable security measures, which includes restricting access to the Confidential information by:
 - 1. Allowing access only to staff that have an authorized business requirement to view the confidential information.
 - 2. Physically securing any computers, documents, or other media containing the confidential information.
- D. In the event that the contractor ends its contractual relationship with the County, all client files and related confidential materials shall be returned to the County. Alternately, with approval from the County, the Contractor may certify in writing the destruction of confidential materials. Certification must include the method used, entity contracted to carry out file destruction.
- E. The contractor should have policies which address confidentiality and data security requirements and comply with the data security requirements outlined in Exhibit A.

6.10 Non-Discrimination

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

6.11 Culturally-Appropriate Services

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

7.0 SERVICES ACCORDING TO INDIVIDUAL NEED

7.1 Eligibility

Client eligibility and service referral is the responsibility of DSHS/DDA, pursuant to WAC 388-823. Only persons referred by DSHS/DDA shall be eligible for services. This includes DDA eligible clients as well as PASRR clients referred by DDA. Client services provided without authorization will not be reimbursable.

7.2 Admission and Termination Criteria

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

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

7.3 DSHS/DDA Individual Service Plan (ISP)

The ISP is developed by DDA staff with input from the contractor and client/guardian. The Individual Service Plan is the primary tool DDA uses to determine and document client need and to identify the services to meet those needs. Authorized Employment and Community Access services are documented within the ISP. The County expects the contractor to:

- Identify a primary contact for communication with DDA related to scheduling of ISP meetings
- Identify and train appropriate staff to participate or provide information as needed for the ISP to accurately capture the client's support needs (including monthly service hours.)
- Ensure that staff provide accurate and current information about the individual's support needs

- Respond to DDA requests for information in a timely manner.

The contractor must keep a copy of the ISP in the client's file, or otherwise accessible to direct service staff as needed to provide safe and effective service.

7.4 Individual Plan for County Services

The Contractor is required to develop a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the “driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client's guardian when applicable, DDA Case Resource Manager, and others identified by the client to provide input. At a minimum, the DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client's permission. Model plans and instructions are available at the [County Best Practices](#) webpage.

7.5 Annual Plan Review

The Employment or Community Access plan will be reviewed at least annually for all clients. Annual plan review and update should include review of current goals, supports and service strategies identified to achieve employment or community access goals. Annual plan reviews should include 6 month progress updates, as outlined below.

At a minimum, the DDA Case/Resource Manager and the individual and/or his/her guardian should receive a copy of the updated plan with progress summary.

7.6 Progress Reports

For all clients, the Contractor shall document measureable progress toward achieving the individual's service goals every 6 months in a format approved by the County. Six (6) month progress updates must be sent to the DDA case manager and the client/guardian.

If clients in Individual Employment or Group Supported Employment have not obtained paid employment at minimum wage or better within six (6) months the contractor will:

- Review the progress toward service goals
- Provide evidence of consultation with the family/client
- Develop additional strategies with the family/client, county staff, employment support staff and case manager as appropriate. Strategies may include technical assistance, changing to a new provider and/or additional resources as needed to support employment goals.
- Document the additional/new strategies developed for each client within the client's file.

If after 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 6 month progress report. The client may request to participate in Community Access activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Access activities will be referred to his/her DDA case resource manager.

7.7 Employer of Record

For individual employment where the contractor is also the client's employer, funding will remain available to the contractor for six months after the DDA client's hire date. 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 support unless the County issues prior written approval for the service provider to continue to provide long term supports.

7.8 Assessing Employment Strategies and Progress Measures

The document, "[Employment: Strategies and Progress/Outcome Measures](#)" will be used by the County and DDA Case management in assessing progress of client services.

The County recommends this document as a tool for contractors in training staff, developing service strategies and documenting client progress.

7.9 Pathway to Employment Plan

Each client's Pathway to Employment Plan will include:

- a) Current Date
- b) Timeline for the plan
- c) Client's name first and last
- d) Client ADSA ID
- e) Employment Goal
 - Preferred job type
 - The preferred wages/salary the individual wishes to earn;
 - The number of hours the individual prefers to work;
 - The agreed upon timeline to achieve the Employment Goal.
- (f) The individual's skills, preferred activities and interests
- (g) Measureable strategies and time lines (action steps and supports) to meet the employment goal.
- (h) Identify other persons and/or entities (such as family, Division of Vocational Rehabilitation) available to assist in reaching employment goals.
- (i) Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.
- (j) The client and/or guardian's signature on the plan

The Contractor should clearly identify and communicate to the individual and planning team action steps, activities, and strategies associated with implementing the plan and achieving employment goals, including defined responsibilities of the individual and the Contractor.

Clients in 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.

7.10 Community Access/Retirement Plan

The individual's Community Access plan is the driver of service for those individuals 62+ and retired by choice or by exception through DDA and should include the following elements:

- a) Current Date
- b) Timeline for the plan
- c) Client's name first and last
- d) Client ADSA ID
- e) The participant's skills, interests, and preferred activities
- f) The Community Access Goal. The goal needs to relate to one or more of the following (per the County Guidelines.)
 - Identify integrated community places where the individual's interest's culture, talents and gifts can be shared with others with similar interest
 - Identify typical community clubs, associations and organizations where the individual can have opportunities to contribute and/or be a member and have decision making capacities.
 - Identify opportunities where the individual can contribute to the community doing new and interesting thing 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.
- g) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living, Lifelong learning; Employment; Health & Safety, Social, and Protection and Advocacy.
- h) Measurable strategies and timelines (action steps and supports) to meet the goal.
- i) Identification of persons and/or entities available to assist the individual in reaching his or her long term goal.
- j) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.
- k) The client and/or guardian's signature on the plan

7.11 Informed Choice

The Individual Plan will follow "informed choice principles." Principles of informed choice include:

- a. Choices are made based on the provision of accurate information
- b. More than one option relevant to the individual's interests and needs is offered
- c. Sufficient experience is acquired to inform decision-making

- d. Counsel and support are provided to individuals to gather and understand information and options
- e. Decisions are honored once they are made
- f. Supports and services are provided that reflect the decisions made

Opportunity for job placement change should be given to participants receiving employment services. Individuals who communicate to the contract that he or she is no longer interested in pursuing employment will be referred to his/her DDA case manager.

Opportunity to self-direct services should be given to participants receiving Community Access services.

7.12 Staffing Levels

The Contractor will ensure that staffing levels and training interventions occur at a level that meets the needs of clients and are designed to achieve the goals outlined in the client's Individual Plan. Ongoing training and support by the Contractor on behalf of the client and his/her employer may include training and supervision, job modification, transportation training and assistance, or any of a wide variety of services that lead to paid employment, community contribution, and an expansion of natural supports for that client.

7.13 Other Services

The Contractor will support clients as needed in appropriate social behavior, self-care, communication, and specific job skills as essential components to success in the workplace and the community.

7.14 Supports for Volunteer Activities

Volunteer experiences are limited to non-profit businesses or government entities where others may also volunteer in line with U.S. Department of Labor standards.

For individuals pursuing employment, the purpose of volunteer opportunity is discovery, assessment and to a lesser extent, job preparation. Supports for volunteer employment should be provided in line with the DSHS/DDA volunteer guidelines, a summary of which is provided below.

If unpaid volunteer experience is identified as a step on the individual's pathway to employment there must be a mutual understanding among the client support team:

1. The reason, purpose, and intended outcome of the volunteer opportunity,
2. That volunteering is time limited and establishes a beginning and end dates, not to exceed six months,
3. That the volunteer opportunity is not a 'work trial' and there is no promise of or implied agreement that it will result in an offer of employment.

4. Prior to beginning the volunteer opportunity, an Employment Plan must be in place that includes the following:
 - a. The general purpose of the volunteer opportunity (exploration, assessment, training),
 - b. The expected outcomes of the volunteer opportunity for both the participant and the contracted service provider,
 - c. The schedule of activities which include the start and end dates, the number of volunteer days per week, and the number of hours per day.
5. Support hours for volunteer activities should not exceed the base hours for the client identified in WAC. Clients utilizing add on hours prior to 1/1/17 may continue to do so if outlined in the employment plan. Subsequent employment plans, however, will document the transition of support hours from volunteering to job placement.

7.15 Self-Employment

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. State guidelines may be found [here](#).

The contractor must submit a proposal for self-employment, approved by the County before supports under the County contract are authorized.



7.16 DVR and Social Security Work Incentives

The Contractor will assess client eligibility for and utilize, for those clients who are eligible, DSHS Division of Vocational Rehabilitation (DVR) and Department of Services for the Blind (DSB) funding and Social Security work incentive programs, such as Plans for Achieving Self Support (PASS) and Impairment-Related Work Expense (IRWE). The Contractor will not use these resources to duplicate services paid through County funds.

7.17 Transportation

The Contractor will demonstrate an increase of training in and client use of alternative transportation, including the use of public transportation. It is the expectation of the County that the Contractor assist in the arrangement of transportation for the purpose of pursuing or maintaining employment or for the purpose of participating in community activities similar to those engaged in by adults of retirement age without a disability. Transporting of client's is not a billable activity under the County agreement, unless by written exception of the County.

7.18 Documentation

a. Documentation of Client Support :

The Contractor will ensure that all hours of staff support billed to the County will have clear, dated documentation showing daily logs of staff activity and any other data relevant to the billed unit, available to the County for review upon request. All documentation, including staff case notes, must be legible and must relate to the client's individual pathway to employment or community access plan. The Contractor will ensure that a supervisor or other responsible agency staff reviews these items. Total hours for the service month should be logged to the nearest quarter hour and should specify the type of support activity (job coaching, job development, phone calls etc.)

b. Documentation of Client Work Hours and Wages (Employment Services Only)

The Contractor must be able to document proof of employment for individuals reported as being employed, available to the County for review upon request. For individuals receiving support to maintain a job, the Contractor must have on file a pay stub or similar proof for a month falling within the first quarter of the calendar year. For individuals newly employed, the Contractor must have on file a copy of a pay stub or similar proof for the first full month of employment for which the agency is reporting.

The Contractor will ensure that client wages are based on the appropriate industry-accepted norm, as determined by the Washington State Department of Labor and Industries (L& I) and U.S. Department of Labor.

Contractors supporting clients who earn sub-minimum wages to workers with disabilities must provide proof to the County upon its request of a current sub-minimum wage certificate and other documentation related to the payment of such wages required under the [Federal Fair Labor and Standards Act \(FLSA\)](#) , [RCW 39.12.022](#) , and the [Washington State Labor and Industries Rules](#).

c. Documentation of Client Progress (Employment Services Only)

The contractor must ensure that a record of client progress, including the following are available:

- Job placement and retention rates are tracked for each participant.
- Evaluation of progress in achieving increased wages and work hours for each participant.
- Information about wages, productivity, benefits and work hours for each participant.

8.0 ORGANIZATIONAL REQUIREMENTS

8.1 Board of Directors

- a. The Contractor, if it has a board of directors, will include members who are knowledgeable about developmental disabilities, who understand their responsibilities as board members, and who are able to give guidance and direction to the legal, fiscal, and programmatic aspects of program activities.

- b. The Board's membership roster, copies of the by-laws, and minutes of meetings will be available for review.
- c. The Board will approve the agency's annual budget, and there will be Board oversight of fiscal operations.

8.2 Administration

- a. The Contractor will maintain current organizational charts describing administrative lines of authority and containing the position titles of program staff.
- b. The Contractor will maintain a job description for each position within the organization detailing duties, responsibilities, and necessary qualifications.
- c. The Contractor will have a written statement describing the mission of the organization.
- d. The contractor will written policy manuals for information systems, personnel and accounting/ finance in sufficient detail such that operations can continue should staffing change or absences occur.
- e. An appropriate Contractor representative will participate in meetings scheduled by the County concerning County, State, and Federal requirements.
- f. The contractor will review and be familiar with the [DSHS/Disability Rights Washington \(DRW\) agreement](#).
- g. The Contractor will have on file all appropriate certificates and licenses in order for the contracting agency to operate as required by Federal, State, or local law, rule, or regulation.
- h. The contractor will demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

8.3 Performance Plan

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

For those contractors providing services in facility-based settings, the plan must identify strategies for providing services that move clients along their pathway to community-based employment in accordance with the Working Age Adults Policy (DSHS/DDA Policy 4.11).

8.4 Client Involvement

The Contractor will identify meaningful ways to involve its clients with developmental disabilities in program and policy development and document the impact this has on the program.

8.5 Continued Qualification

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

- a. Continued provision of services in line with the County Guidelines
- b. Continued development and implementation of service plans in line with 6.13 requirements.
- c. Exhibit administrative capabilities necessary to safeguard public funds, including the following evidence:
 - i. Maintenance of books records and documents relevant to the provision of goods and services.
 - ii. Internal control policies based on sound accounting practices
 - iii. Evidence of fiscal stability (See section 8.6 below)
- d. Maintain a management system that provides for systematic accumulation, filing and retention of timely records and reports related to clients, staff and agency structure including tax status, capabilities and performance.
- e. Assurance that at least one staff member has two years' experience meeting Policy 6.13 specifications for the programs the contractor provides.
- f. Employ individuals who are at least 18 years or older, who have proof of criminal history background clearance through either DDA and meet the training requirements in Policy 6.13.
- g. Maintain CARF (Commission on Accreditation of Rehabilitation Facilities) Accreditation unless otherwise approved by the County. (Employment Providers only)
- h. Ensure access to DSHS Division of Vocational Rehabilitation (DVR) funding. (Employment Providers Only)
- i. Assure, through policy and procedure, that potential conflicts of interest will not arise. Such a conflict will arise when any contractor staff is a guardian, legal representative or other decision maker for the client. A conflict may also arise when any employee of the agency is the decision maker for, or a close family member of, a client of the agency. In these situations, the provider must document the measures taken specific to the situation to assure that a conflict of interest does not exist.

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

8.6 Requirement for Financial Review Audit

Contractors receiving in excess of \$100,000 annually shall obtain a periodic independent review of financial statements or independent audit of financial records. The review or audit shall be performed biennially based upon the fiscal year of the Contractor. This requirement will be included in all subcontractor contracts.

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

For agencies receiving less than \$100,000 annually, the county may request to review agency financial statements.

9.0 STAFF TRAINING REQUIREMENTS

9.1 Staff Training and Documentation

New employees providing direct services to individuals with developmental disabilities must be 18 years or older and will receive basic orientation and training in client services to ensure that employees are trained within the timelines and requirements outlined in policy 6.13. The Contractor should maintain an up to date record of training for all employees.

Evidence of staff orientation and training must be documented in the personnel file and should include at minimum:

- a) Current DSHS/DDA background check
- b) Evidence that staff have successfully completed an agency process for mentoring and orienting new staff to services which addresses the philosophy and values related to supporting individuals with DD, as well as training on the individual plan the staff member will be supporting.
- c) Signed acknowledgement that staff have received, read and agree to all required DDA policies.
- d) Signed confidentiality and conflict of interest statements (or acknowledgment of receipt and agreement to employee manual which contains such statements.)
- e) Current First Aid and CPR certificates
- f) Evidence of training on policy should include training certificates from entities qualified by the state (such as the [WISE on-demand training](#) center, [DDA specialty training](#) and [Service Alternatives Training Institute](#)-Right Response) and/or evidence of training curriculum which addresses policy requirements and trainer qualifications which are approved by the county.

- g) Training for staff on waiver requirements should include the role of the DDA Individual Services Plan (ISP) as a driver of services (See section 7.3) and staff role in informing the ISP, as well as waiver requirements related to Home and Community Based Settings.
- h) Documentation for each element should be dated or logged so that compliance with Policy 6.13 timelines can be determined.

9.2 Continuing Education and Staff Evaluation:

In addition to the above DDA requirements, it is the County's expectation that each contractor have an established procedure for orienting, training, mentoring and providing on-going evaluation to staff related to:

- 1) Effective communication skills (i.e., the ability to listen carefully and to make one's self understood;
- 2) Planning methods; and
- 3) Program skill development and implementation. Includes training to ensure support to clients in the program area identified in their Individual Plans (e.g., task/job analysis, follow-along support, co-worker support, job modification, systematic training techniques etc.)

The Contractor shall ensure staff continuing education, at minimum annually, in topics that support staff in the performance of their work to better serve clients with developmental disabilities in employment and community access services. [WISE](#) is a resource for continuing education including web-based learning, in addition to County sponsored trainings.

9.3 Training Reimbursement

Requests for training reimbursement related to County-recommended training events, or other training designed to improve the quality of services to individuals under the County contract, may be made in writing to the County at least ten (10) business days prior to the training event. Costs for which the Contractor may request a training reimbursement include registration and related travel costs. Requests should clearly outline the training requested, dates, the number of staff attending, the destination, and travel reimbursement requested. Mileage reimbursement may not exceed the County's established reimbursement rate. Acceptance of training reimbursement requests is at the discretion of the County and is dependent upon funding availability. Reimbursement for training requests will require back-up documentation and receipts.

10.0 BASIS FOR CLIENT SERVICE LEVEL

Service levels for Employment and Community Access Services are mutually determined between DSHS/DDA, the County, and the Contractor based on the following factors:

10.1 Basis for Client Service Authorization: Individual Supported Employment

- A. Employment Acuity (High, Medium, Low) as determined by the DSHS/DDA assessment.

Level of Support (Acuity)	Employment Status	Monthly Hours(BASE)	Add-on Hours	Maximum Monthly Service Hours
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Employment Acuity	Typical Client Characteristics
Low	Clients with low employment support needs are generally independent in the community. The client is able to communicate with others effectively and can maintain personal health and safety most of the time without supervision. The client may be able to independently transport self in the community and does not require physical assistance in community activities. The client is able to perform most tasks with minimal or occasional monitoring or prompting.
Medium	Clients with medium employment support needs can be independent in the community some of the time but often need supervision, training, or partial physical assistance when engaged in certain community activities. The client may need regular monitoring or prompting to perform most tasks. The client experiences challenges in employment situations perhaps due to communication difficulties, interpersonal skills, or limited mobility.
High	Clients with high employment support needs require frequent supervision, training, or full physical assistance with community activities all or almost all of the time. The client experiences significant barriers to employment and often needs another person physically present to assist him/her with personal care needs, to ensure the client's or others' health and safety, and/ or typically requires direct oversight to ensure performance of most tasks in an employment setting with acceptable accuracy and/or speed.

- B. Work history and/or support needs specific to the job or service site. This may include, but is not limited to:
- Client's work schedule and hours (How many hours or shifts does the individual work?)
 - Client's work history and job stability (Is it a new job or a job they have held for a long time?)
 - Availability of natural supports at the work site (Are unpaid supports such as co-workers present?)
- C. The limits and requirements set for employment service levels by Washington Administrative Code (WAC) 388-828-9325 through 9360. The following chart provides a summary.

Low	Working	4	5	9
Low	In Training / Job Development	7	7	14
Medium	Working	7	5	12
Medium	In Training / Job Development	9	7	16
High	Working	11	12	23
High	In Training / Job Development	12	14	26

Add on hours above the monthly base may be authorized for the following reasons:

- (1) Client's work schedule;
- (2) The number of jobs;
- (3) The appropriateness of job match;
- (4) Natural supports available to on the job;
- (5) Health limitations;
- (6) Provider travel time and distance;
- (7) Behavioral or physical needs that may affect the safety of the person and others while at work;
- (8) Other factors detailed in the client's employment plan.

Support hours below the monthly base may be authorized for the following reasons when detailed within the client's employment plan:

- (1) Independent in finding and maintaining employment;
- (2) Employment is stable;
- (3) Natural supports are effective;
- (4) Job schedule does not require the full amount of support hours;
- (5) Client chooses to receive fewer hours; or
- (6) Other factors identified in the client's employment plan.

10.2 Basis for Client Service Authorization: Group Supported Employment

- A. Group Supported Employment (GSE) reflects shared support amongst 8 or fewer people at a worksite. Service level to the individual may vary depending on staffing ratios, the acuity of individuals served and the number of work hours available within the worksite.
- B. An authorized monthly GSE service level is assigned to each client which reflects the estimated portion of shared support received by the client in this setting. Authorization is based on the client's employment acuity (high, medium, low) and scheduled work hours.

- C. Additional individualized community support hours may be authorized to make progress toward the individual’s community employment goals. The monthly GSE authorization added to the community support authorization will equal the client’s total monthly service authorization. The maximum support hours authorized may not exceed the limits and requirements set for employment service levels by Washington Administrative Code (WAC) 388-828-9325 through 9360 <http://apps.leg.wa.gov/wac/default.aspx?cite=388-828-9325>.

The following chart provides guidance for contractors in identifying authorized service levels within GSE:

GROUP SUPPORTED EMPLOYMENT		Client Acuity		
		Low	Medium	High
Service Level	Scheduled work hours/week	Monthly authorization (portion of shared support)		
A	6 or fewer work hrs/week	5 hrs.	7 hrs.	9 hrs.
B	7-13 work week hrs/ week	7 hrs.	9 hrs.	12 hrs.
C	14 + work hrs/week	9 hrs.	12 hrs.	14 hrs.
Individualized Community Support		As authorized	As authorized	As authorized

- D. The client’s assigned GSE support hours are billable as long as:

- GSE site hours are documented for the client
- The collective GSE support provided equals or exceeds the collective support authorized.

- E. If the total staff hours provided across all clients in the GSE setting is less than the collective hours authorized, the contractor will be reimbursed only for the number of staff hours provided.

10.3 Basis of Client Service Authorization: Community Access

- A. The maximum number of monthly Community Access support hours for each client is determined by the DDA assessment as outlined in WAC 388-828-9300 and 9310.

The following charts provide guidance for contractors in proposing authorized service levels in line with WAC requirements.

Assessed CA service level	Support Intensity Scale Score	Monthly authorization
A	0-9%	Up to 3 hrs.

B	10-19%	Up to 6 hrs.
C	20-29%	Up to 9 hrs.
D	30-44%	Up to 12 hrs.
E	45-59%	Up to 15 hrs.
F	60-74%	Up to 18 hrs.
G	75-100%	Up to 20 hrs.

- C. Clients may be authorized for service hours below those established in WAC with agreement from the client, County, DDA Case manager and provider. The client may request an increase to the maximum authorized through WAC at any time.
- D. Service hours above those established in WAC must be approved by DDA and the County through an Exception to Rule (ETR) process.
- E. When clients are served in small groups (no more than 2-3) based on similar interests, staff support hours billed to the County will be divided equally amongst clients served. (i.e. 2 clients supported at the same time for 2 hours by a single staff would each receive 1billable service hour.)
- F. Services may only be provided in small groups when clients have similar interests and goals which are documented within the individualized community access plan. Services should typically be provided in age appropriate community settings.

10.4 County Service Authorization

- a. The County will not reimburse for services provided prior to service authorization, or after service termination.
- b. County Service Authorization (CSA) must be finalized for each client for whom the Contractor intends to submit a billing to the County.
- c. A complete and valid County Service Authorization includes agreement from the contractor, approval and signature from the County, and final electronic authorization (including effective date) by the DSHS/DDA Case Resource Manager through the Case Manager Information System (CMIS).
- d. The Contractor will clearly communicate to the client and the County prior to beginning service or prior to an expected change in the maximum service hours per month. Service changes which require amendment of the ISP will not occur until the client has received proper notification through DDA.
- e. The amount of service the client receives should not exceed the maximum documented in the client’s Individual Service Plan (ISP) with DSHS/DDA

- f. The contractor is responsible for providing the following information to the County when requesting an initial County Service Authorization (CSA.)
- Verify completion or status of Division of Vocational Rehabilitation (DVR) services
 - Proposed service category in which the client will spend the majority of their time
 - Work and wage information for clients who are employed or alternately Employment or Community Access goals and strategies for those who are not.
 - Proposed monthly service level requested to support the individual on the job or service site.
 - Proposed effective date of authorization
- g. The County is responsible for requesting the CSA from the DSHS/DDA Case/Resource Manager. The DSHS/DDA Case Resource/Manager is responsible for authorizing the service requested and generating the County Service Authorization.
- h. The current County Service Authorization is suspended in the event that the client is hospitalized, institutionalized or admitted to a skilled nursing facility. Services occurring after the date of admission to these facilities require prior approval from the DDA case manager and may require a new County service authorization. Upon discharge, the provider is responsible for verifying funding authorization and availability with the County prior to the continuation of services.

11 SERVICE CHANGE AND REQUEST PROCEDURES

The Contractor is required to keep the client’s Case Resource Manager and the County informed of any major changes in the client’s program or support needs. All communication using client names or other Personal Information (PI) must be sent using a trusted system, as defined above.

11.1 Service Change and Request Form

The Contractor must complete the County “Service Request and Change Form” each time the contractor is initiating or requesting changes to client services including:

- Initial request for County Service Authorization
- Change in service hours, including exceptional service levels exceeding the WAC limits.
- Change in Program type (Individual Employment, Group supported Employment, Community Access)
- Service termination



Services changes must be approved by DDA and the County prior to implementation.

11.2 Communication of Service Levels to the Client

Prior to beginning service or an expected change in the expected service hours per month, the provider will clearly communicate to the client/guardian what the client can expect to receive.

Although service minimums are no longer communicated within the Individual Service Plan (ISP) the County recommends communicating the typical range of monthly support hours (not to exceed the maximum authorized) within the client's individual employment or community access plan.

11.3 Employment Outcomes

The contractor must communicate job start and job loss on the "employment outcomes" tab within the monthly billing for clients with existing County Service Authorizations.

The contractor should notify the County within 5 days of job placement for those individuals in DVR without an existing authorization. Timely notification is necessary to ensure that all necessary steps are completed, which may take up to 90 days.

11.4 Deadline for Service Changes Requests

The request for service changes must be received by the County by the 10th of the month prior to the proposed effective date of the changes requested. (ie if a service change is requested to be effective for January 1, the service change form should be provided to the County no later than December 10th.)

11.5 Individualized Technical Assistance

In the event that the contractor needs additional technical assistance to ensure progress toward the individual's employment goals, Individualized Technical Assistance (ITA) may be available.

This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment for individuals who have not yet achieved their employment goal. Contact the County to discuss client ITA needs and to complete a referral form.

12.0 OUTCOMES

The Contractor will track and make measurable progress related to the key quality indicators as outlined below:

- a. Pathway to Employment
 - The Contractor shall demonstrate an increase in the number of participants employed in community settings
 - The Contractor shall demonstrate an increase in the number of participants who are employed in community settings over eighty (80) hours a month. The desired

program outcomes for employment services is an average of 20 hours/week or 86 hours a month of work.

- The contractor shall demonstrate an increase in the monthly earnings for participants

b. Community Access Services

- Increase in the number of reciprocal relationships developed by clients with persons other than paid staff
- Increase in the client's participation in variety of typical community activities based on personal preferences
- Enhance or maintain the persons' competence, integration, physical or mental skill.

13.0 MONITORING AND EVALUATION

The County will develop a contract monitoring and evaluation system incorporating the most recent DSHS DDA [Criteria for Evaluation](#) , Policy 6.13 requirements and the current County and [State Program Agreement](#) for the biennium.

The County shall conduct at least one on-site visit to each contracted program during each state DSHS/DDA biennium and will prepare a contract compliance report. Monitoring will also determine the provider's continued qualification as a County qualified provider.

13.1 Quality Assurance and Evaluation: Employment

The objective measures for employment services at a minimum will include performance indicators, by acuity, that includes the number of new jobs; job loss and the reason for job loss, the percentage employed earning minimum wage or better; and the average number of hours worked.

13.2 Access to Records

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

13.3 Corrective Action

The Contractor will be responsible for addressing all corrective action items by the due date specified in the County contract compliance report. Successful completion of corrective action is necessary for continued qualification as a County contracted provider.

13.4 Extended Records Retention Timeframe

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

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

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

14.0 NON-COMPLIANCE

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

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. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “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. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described. All Electronic Data must be encrypted using at least an encryption standard of AES 128 bit. Electronic Data can be on desktops, laptops and other portable devices, servers, and external media:
 - a. **Hard disk drives.** 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.** 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 Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured 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 Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. 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 Secured 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 Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 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 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 with a key length of at least 128 bits
- (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.

Physically Secure the portable device(s) and/or media by

- (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data 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 in Section 5. Data Disposition
- (2) DSHS 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 in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS 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.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. 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.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. 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.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, 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	On-site shredding, pulping, or incineration

Information requiring special handling (e.g. protected health information)	
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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the County DD coordinator within one (1) business day of discovery. If the DD County Coordinator is not available, 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.

7. **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.