

**Whatcom County Developmental Disabilities  
Employment and Community Inclusion Services**

**Program Implementation Guide**



**2021-23**

Amendment Effective 7.1.21

# 2021-23 Developmental Disabilities Program Implementation Guide

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# 2019-20 Developmental Disabilities Program Implementation Guide

## **1.0 PURPOSE**

The Whatcom County Health Department, Developmental Disabilities Program currently contracts to provide Pathway to Employment and Community Inclusion 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
NSA	Necessary Supplemental Accommodation
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 Inclusion 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

<a href="#">49.46</a>	Minimum Wage Act
<a href="#">42.56</a>	Public Records Act
<a href="#">43.43.830 - 845</a>	Background Checks
<a href="#">49.17</a>	Washington Industrial Safety & Health Act
<a href="#">71A.14.070</a>	Confidentiality of Information, Oath
<a href="#">74.15.30</a>	Background Checks, health and safety
<a href="#">74.34</a>	Abuse of Vulnerable Adults

### C. Washington Administrative Code

<a href="#">296-24</a>	General Safety & Health
<a href="#">296-62</a>	General Occupational Health Standards
<a href="#">296-128</a>	Minimum wages
<a href="#">388-823</a>	Developmental Disabilities Administration Eligibility
<a href="#">388-825</a>	Developmental Disabilities Administration Service Rules
<a href="#">388-845</a>	Home and Community Based Waivers
<a href="#">388-828-9200</a>	Employment Acuity Score
<a href="#">388-828-9325</a>	Employment Service Level
<a href="#">388-828-9310</a>	Community Inclusion Service Level
<a href="#">388-850-025</a>	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
5.23	Functional Assessments and Positive Behavior Support Plans
6.08	Mandatory Reporting
6.13	Day Program Provider Qualifications
6.21	Provider Qualifications for Individualized Technical Assistance
15.03	Community Protection Standards for Employment/Day services

Documents referenced in section E through J can be found on the County best practices website.  
<https://www.dshs.wa.gov/dda/county-best-practices>

### E. DDA Guiding Values

- DDA Guiding Values and County Guide to Achieving DDA Guiding Values  
See County Best Practices
- [County Guide to Achieve DDA's Guiding Values](#)

### F. [Criteria for Evaluation](#)

- G. [DSHS General Terms and Conditions, DSHS DDA County Program Agreement](#) for the current biennium
- H. [DDA Guidelines for Community Based Assessment](#)
- I. [DDA Self-Employment Guidelines https://www.dshs.wa.gov/dda/county-best-practices](https://www.dshs.wa.gov/dda/county-best-practices)
- J. DDA and DVR [Memorandum of understanding](#), which describes the continuum of services and supports available.
- K. Community Inclusion [Frequently Asked Questions](#)
- L. **Exhibit A**-Data Security Requirements (attached)

## 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) The DSHS General Terms and Conditions
- 3) The DSHS County program agreement for the current biennium,
- 4) The County contract for the current biennium
- 5) Any document incorporated by reference

## 6.0 **SERVICES ACCORDING TO INDIVIDUAL NEED**

### 6.1 **DSHS/DDA Person Centered Service Plan (PCSP)**

Services the individual receives relate to the participant’s Person Centered Service Plan (PCSP) and DDA assessment developed by DDA staff with input from the contractor and client/guardian. The DDA assessment and PCSP 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 Inclusion services are documented within the PCSP. The County expects the contractor to:

- Identify a primary contact for communication with DDA related to scheduling of PCSP meetings
- Identify and train appropriate staff to participate or provide information as needed for the PCSP 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.

A copy of the PCSP, current annual DDA assessment and employment summary will be maintained in the client’s file.

## 6.2 Grievance Procedure

The Contractor has a County approved written grievance process for participants that:

- a. Are explained to the client, guardian, or advocate upon entry into services
- b. Ensures that conflicts are negotiated
- c. Provides a dispute resolution process using someone unaffected by the outcome, if the conflict is unresolved
- d. Ensures that advocates are available and that participants are encouraged to bring advocates to help negotiate.
- e. Includes DDA case management in the grievance process
- f. Includes a process for tracking and reporting grievances.

Grievance procedures will be provided upon entry into program, and reviewed annually with the client thereafter.

## 6.3 Client Rights

Participants/ their guardian, guardian/ family members in accordance with DDA policy [5.06 Client Rights](#):

- a. Have been informed of their rights (outlined in policy 5.06)
- b. What services and supports may be expected of the program
- c. The program's expectations of the participant.
- d. Services and supports that may be expected from the program including type and amount of support.

Participant's rights should be provided to the client upon entry into the program and reviewed annually thereafter.

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

## 7.0 HEALTH AND SAFETY

### 7.1 Incident reporting

Incidents involving injury, health or safety issues are immediately reported to DDA Central Office 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

### 7.2 Mandatory Reporting



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

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.

### **7.3 Emergency Contact and Medical Information**

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

Medical information will be updated as needed and at minimum annually. A date that medical information is updated should be evident in the client record.

### **7.4 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.

### **7.5 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](#).

### **7.6 Health and Safety Regulations**

All services for persons with developmental disabilities must be provided with attention to their health and safety. A safety checklist will be completed for the service environment in which the client is receiving services

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

## **8.0 POLICIES PROTECTING INDIVIDUAL RIGHTS**

The Service provider has policies that protect individual rights that include but are not limited to to ensuring:

- a. Respectful staff to client interactions
- b. A person's right to be treated with dignity, respect and free of abuse;
- c. A person's right to privacy and
- d. Safeguarding personal Information

## **9.0 ORGANIZATIONAL REQUIREMENTS**

### **9.01 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.

### **9.02 Performance Plan**

The Contractor documents 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 based on actual performance. The plan will include performance indicators identified in Policy 6.13 and section 17.1 below.

Performance plans should include performance indicators that address diversity, equity and inclusion efforts. Community inclusion providers must include measurable goals to document the agency's progress with regard to CI services over time.

### **9.03 Administration**

The contractor will

- a. Document compliance with all elements of DSHS/DDA Policy 6.13 to maintain qualification as County contracted provider.
- b. Assures all direct service staff are trained and has experience in accordance with policy 6.13 and that training is documented.
- c. Maintain an administrative/organizational structure that clearly defines responsibilities.
- d. Maintain a job description for each position within the organization
- e. Have a written statement describing the mission of the organization.
- f. Have written policy manuals for information systems, personnel and accounting/ finance in sufficient detail such that operations can continue should staffing change or absences occur.
- g. Date policies when implemented or revised.
- h. Participate in meetings scheduled by the County concerning County, State, and Federal requirements.
- i. Provide evidence that it employment typical safety protection based upon the environment the participant is working or participating in.
- j. Maintain 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.
- k. Document that it is able to account for and manage public funds compliance with generally accepted Accounting Principles "GAAP" provide financial statements within 9 months of the close of the subcontractor's fiscal year.
- l. Assures 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)

### **9.04 Background Checks**

Each employee who may have unsupervised access has a current (within 3 years) satisfactory background check which has been completed by the DSHS Background Check Central Unit (BCCU) in accordance with RCW 43.43830-845, RCW 74.15.030 and WAC 388-825.

DSHS/DDA background checks must be conducted in line with [DSHS DDA policy 5.01 Background Authorizations](#).

For agencies who also conduct work through the Division of Vocational Rehabilitation (DVR), DDA and DVR background checks must be completed.

Background checks must be renewed at least every three years, or more frequently if required by program rule

## **9.05 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.

## **9.06 Requirement for Financial Review or Audit**

The Contractor, whether 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 within nine months subsequent to the close of the subcontractor's fiscal year.

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

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

## **10.0 PROGRAM REQUIREMENTS-ALL SERVICES**

### **10.1 Individual Plan for County Services**

The contractor is required to develop, distribute and maintain an individualized annual employment or Community Inclusion plan and a six-month progress report for each participant. The annual plan and progress reports shall contain all minimum required elements, as described in the DDA Criteria for Evaluation. The plan and the reports must be signed by the participant and/or legal guardian, and must be distributed to each participant, the assigned DSHS/DDA Case Resource Manager (CRM), and the guardian or Necessary Supplemental Accommodation (NSA) identified by DDA.

The initial plan for County services must be completed within 60 days of authorization. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

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.

### **10.2 Annual Plan Review**

The Employment or Community Inclusion 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 Inclusion 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.

### **10.3 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 within 30 days following the end of the 6-month period.

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 Inclusion activities or the client can choose to remain in an employment program. Individuals requesting to participate in Community Inclusion activities will be referred to his/her DDA case resource manager.

### **10.4 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

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

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

### **10.5 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.

## **10.6 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 age-appropriate community activities similar to those engaged in by adults without a disability. Transporting of client's is not a billable activity under the County agreement, unless by written exception of the County.

## **10.7 Community Protection Standards for Employment and Day Program Services**

Services to DDA identified "community protection" clients referred for Employment or Community Inclusion 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>

## **10.8 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 must: 1. Ensure the security of Confidential Information; 2. Use a Trusted Network when available; 3. When transporting outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of staff with authorization to access the Data, even if the Data is encrypted. 4. When

transporting data containing DSHS Confidential Information outside a Secure Area must encrypt the data.

D. The contractor will comply with all requirements in Exhibit A

E. 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.

F. The contractor must demonstrate through policy and procedure compliance with all confidentiality and data security requirements outlined in Exhibit A.

### **10.9 Non-Discrimination**

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

### **10.10 Culturally-Appropriate Services**

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

## **11.0 CLIENT SERVICES**

### **11.1 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.

### **11.2 Volunteering**

Volunteering is limited to non-profit businesses or government entities in line with U.S. Department of Labor standards within Community Inclusion.

Volunteering is not billable within Employment Services per the Centers for Medicare/Medicaid Services. See Community Based Assessment, section 11.3 below.

### **11.3 Community Based Assessment**

Community based assessment will occur in line with [Guidelines](#) established by DDA.

A community-based assessment is a time-limited work experience that occurs in a real job environment to identify skills, interests and supports that need to be considered and addressed in a vocational plan. Based on guidelines established by the US Department of Labor, this activity cannot exceed 90 hours per experience. Community-based assessments are not volunteer opportunities.

If a community-based assessment occurs as part of the pathway to employment, the following must be in place and documented prior to beginning any activities:

1. The reason, purpose and intended assessment outcome.
2. The assessment is time-limited with start and end dates, not to exceed six months.
3. The assessment is not a job and there is no promise or implied agreement that it will result in an employment offer.
4. Prior to beginning the community-based assessment, an employment plan must be in place that includes:
  - a. The general purpose of the assessment,
  - b. The expected outcomes of the assessment for both the participant and the contracted service provider,
  - c. The schedule of activities including the start and end dates.

The amount of employment service hours that can be utilized to support pathway to employment-related activities, and community assessment is limited to the base hours the individual is eligible for per WAC 388-828-9335. This ensures the employment-related experience remains as a piece of the individual's pathway to employment and add-on hours can be used for supports directly related to job placement.

#### **11.4 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.



Self Employment  
Application\_Whatcor

#### **11.5 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.



## **11.6 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.

If the County approves the continuation of long term supports where the service providers is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interests addressed.

## **12.0 DOCUMENTATION OF CLIENT SERVICES**

### **12.1 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 Inclusion plan. The County Documentation Guidelines are provided as guidance.

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, recordkeeping etc.)

### **12.2 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](#).

### **12.3 Documentation of Client Employment Progress**

The contractor must ensure that a record of client progress, including the following is 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.

#### **12.4 Minimum File Documentation**

For each participant, the following minimum information shall be reviewed and updated at least annually and placed in the participant's file:

- a. Primary contact information for the participant and the participant's guardian or NSA, as applicable;
- b. Release(s) of information;
- c. For participant's receiving employment services, employment history or history of community based assessment and/or unpaid work history.
- d. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service; this information shall be readily available for each participant;
- e. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's handbook and/or other intake documents, which are intended to provide the participant and the participant's guardian, as applicable, with a general overview of the Contractor's scope of services, programs, policies, etc.;
- f. Signature(s) acknowledging that the participant and the participant's guardian, as applicable, have received a copy of the Contractor's notification of client rights and notification of the Contractor's participant grievance processes;
- g. A copy of the participant's current annual employment or Community Inclusion plan as well as 6 month progress reports.
- h. A copy of the participant's current PCSP;
- i. A copy of the participant's County Service Authorization

#### **13.0 STAFF TRAINING**

The Contractor shall implement a training plan as required by the DSHS/DDA Criteria for Evaluation, and document, in writing, that all staff members have received training on each of the specific policies referenced within DSHS/DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, Section D.

Training shall be completed for new employees, volunteers, and interns at hire, within the timeframes identified in DSHS/DDA policy 6.13 All Staff members shall also receive subsequent annual training on the topics identified in DSHS/DDA policy 6.13. If the Contractor serves participants in the Community Protection Program, additional staff training is required, per DSHS/DDA policy 15.03, Section C.

### 13.1 Staff Training Documentation

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 are at least 18 years old at hire.
- c) 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.
- d) Signed acknowledgement that staff have received, read and agree to all required DDA policies. Evidence that DDA policies are reviewed annually.
- e) 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.
- f) Signed confidentiality and conflict of interest statements (or acknowledgment of receipt and agreement to employee manual which contains such statements.)
- g) Current First Aid and CPR certificates
- h) Training for staff on waiver requirements should include the role of the DDA Person-Centered Service Plan (PCSP) as a driver of services (See section 7.3) and staff role in informing the PCSP, as well as waiver requirements related to Home and Community Based Settings.
- i) Documentation for each element should be dated or logged so that compliance with Policy 6.13 timelines can be determined.

### 13.2 Employing Skilled Staff

The contractor must ensure that staff providing employment and community inclusion services have the skills needed to provide quality services and achieve client outcomes as detailed in Policy 6.13. The agency demonstrates that it employs skilled and qualified staff in the following ways: a) evidence of training in the required skills 2) Performance evaluations which include assessment of the required skills 3) Evidence of performance through client outcomes and case notes.

### 13.3 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.

#### **14.0 BASIS FOR CLIENT SERVICE LEVEL**

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

#### **14.1 Basis for Client Service Authorization: Individual Supported Employment**

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

<b>Employment Acuity</b>	<b>Typical Client Characteristics</b>
<b>Low</b>	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.
<b>Medium</b>	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.
<b>High</b>	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.

Level of Support (Acuity)	Employment Status	Monthly Hours(BASE)	Add-on Hours	Maximum Monthly Service Hours
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.

#### **14.2 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](#)

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.
<b>Individualized Community Support</b>		As authorized	As authorized	As authorized

- D. The following billing requirements apply to clients billed under GSE:
  - 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 provider must verify that the total staff hours provided across all GSE clients is equal or greater than the collective GSE hours authorized.
  - A GSE agency may not bill the base GSE allocation for a client who does not receive services during an entire service month. (i.e. no documented site hours)
  - 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.
  - Total GSE staff hours will be verified by the provider on the “totals” tab of the monthly billing.
  - Support hours tied to provider participation in the PCSP or Individual employment plan are included in the collective hours for GSE and may not be billed under individual pathway hours.
  - A GSE agency must have a record of which staff is supporting which clients on any given day.
  - 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).

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

### 14.3 Basis of Client Service Authorization: Community Inclusion

- A. The maximum number of monthly Community Inclusion 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 Inclusion plan. Services should typically be provided in age appropriate community settings.

### 14.4 County Service Authorization

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.

- 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 PCSP 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 (PCSP) 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 Inclusion 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.



## **15.0 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.

### **15.1 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 Inclusion)
- Service termination

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

### **15.2 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 (PCSP) 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 Inclusion plan.

### **15.3 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.

### **15.4 Deadline for Service Changes Requests**

The request for service changes must be received by the County by the 10<sup>th</sup> 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 10<sup>th</sup>.)

### **15.5 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.

## **16.0 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
- Clients 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/her 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.
- The contractor shall demonstrate progress toward the individual's goal work hours

### b. Community Inclusion 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.

## **17.0 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 DSHS and County [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. Monitoring may occur more

frequently for those contractors in corrective action or who are classified as "high risk" as determined by the Whatcom County Health Department Risk Assessment Tool.

### **17.1 Quality Assurance and Evaluation:**

The Contractor 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 for employment services at a minimum will include Performance indicators, by acuity, which include:

- a. The number of new jobs;
- b. Job loss and why;
- c. The percentage employed earning minimum wage or better; and
- d. The average number of hours worked.

A copy of such evaluation system shall be provided upon request to DDA and/or the County for review and approval.

### **17.2 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.

### **17.3 Corrective Action and Provisional Qualification**

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.

Contractors may be determined provisionally qualified if either of the following occurs.

- a. Corrective action identified in written monitoring reports is not completed to the satisfaction of the WCHD.
- b. Contractor employment outcomes as defined in section 13.2 consistently fall below the state average by acuity for more than 6 months. At its discretion the County may establish alternate performance targets to the state average. Alternative performance targets will take into consideration the following:
  - i. A higher than average % of high acuity clients on the agency caseload.
  - ii. Fewer than 21 authorized clients
  - iii. Whatcom County specific performance trends
  - iv. Other criteria determined by the County.
- c. The intent of provisional qualification is to identify technical assistance needed to improve services and outcomes for clients.

After notification of provisional qualification, new referrals may not be accepted until corrective action has been completed to the satisfaction of the County. Continued non-performance will result in loss of qualification and may result in contract termination.

Newly qualified providers are considered provisional during their first year of service, but may receive referrals until compliance is verified through contract monitoring.

#### **17.4 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.

#### **18.0 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. "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. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

- d. "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. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
- e. "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 iTunes, Dropbox, [Box.com](https://www.box.com), and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. "FedRAMP" means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. "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.

- i. “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.
  - j. “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.
  - k. “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.
  - l. “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.
  - m. “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.
  - n. “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.
  - o. “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. Supersession of Prior Data Security Agreement.** If the Parties hereto have previously entered into a previous Data Security Requirements Agreement, both Parties hereby agree that upon mutual execution of this Agreement this Agreement shall take precedence as the sole Data Security Agreement between the Parties and any previously executed contract is terminated and of no further force and effect.
- 3. 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-dshs->

[client-information-private-and-secure](#), which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

4. **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, 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, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
5. **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.

**6. 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 9 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 9 *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 9 *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 attests 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 and/or DSHS.

- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (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 FedRAMP certified.

(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.

**7. 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.

**8. 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.
  - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
  - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
  - (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.

9. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 6.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

10. **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](mailto: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.

11. **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.

**EXHIBIT "B"**  
**Non- Client Services Authorization Form**

- Type of Request:**  Professional Development (BARS .31)     Infrastructure (BARS .92)  
 Start-up (BARS .93)     Partnership Projects (Bars .94)  
 Information/Education (BARS .41)

*Definitions referenced in the program agreement for the current biennium*

**Agency Name:**

**Description and purpose:**

**Proposed dates or timelines**

**What outcome are the proposed investments designed to achieve?**

**Name and purpose of consultant, if applicable:**

**Estimated costs:**

<b>Type of cost</b>	<b>Description</b>	<b>Documentation</b>	<b>Total \$</b>
Staff costs		Date and hours of service	
Equipment, materials or other direct costs		Reimbursement	
Consultant's fees		Reimbursement	
Other fees		Reimbursement	
Travel and accommodations	Reimbursed at U.S. General Services Administration Domestic Per Diem Rates ( <a href="http://www.gsa.gov">www.gsa.gov</a> )	Dates, location, purpose	
	<b>Subtotal</b>		

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Whatcom County Program Specialist