

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>	<h2>CLIENT SERVICE CONTRACT</h2> <h3>Job Service and IL Service Contract</h3>	DSHS Contract Number: Resulting From Solicitation Number:	
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION		DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A Data Security Requirements <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
Draft - Please Do Not Sign			
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
Draft - Please Do Not Sign			

DSHS General Terms and Conditions

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

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law and Washington State Requirements.**
- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
 - b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

- c. **Certification Regarding COVID-19 Vaccination Requirements.** Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14 and all subsequent amendments. After October 18, 2021 Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by a State Agency, an operator of an Educational Setting, or an operator of a Health Care Setting as defined in the Proclamation must be fully vaccinated against COVID-19 unless they have been granted a valid disability or religious accommodation by Contractor. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.
- d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

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- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of

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Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

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

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

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

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

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

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

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

Additional General Terms and Conditions – Client Service Contracts:

18. Advance Payment. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

19. Construction. The language in this Contract shall be interpreted as to its fair meaning and not strictly

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for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

- 20. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
- 21. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 22. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 23. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 24. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

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Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

25. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts, unless an exception to including a particular term or terms has been approved in advance by the CCLS Chief. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

26. Subrecipients.

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

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2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

27. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

28. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

29. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and

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remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

- 30. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.
- 31. Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.
- 32. Taxes.**
- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
 - b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
 - c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.
- 33. Preventing Disruption of Adult Care, Mental Health, Addiction, Disability Support, or Youth Services Due to Labor Management Disputes and Employee Unrest.**

Washington law requires that all services, direct or ancillary, for adult care, mental health, addiction, disability support, and youth services, be warranted by the Contractor providing those services against disruption. Contractor and DSHS agree that disruptions to these services such as strikes, walk-offs, sick-ins, slowdowns, or any other such action designed to pressure Contractor's management to meet labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

If this Contract includes adult care, mental health, addiction, disability support, or youth services, Contractor agrees to execute and maintain one or more of the following mandatory contractual

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commitments through the life of the Contract:

- a. An agreement between the Contractor and any exclusive representative labor organization representing the employees performing the contracted services. This agreement must contain a provision prohibiting Economic or Industrial Action on the part of all parties. This agreement must also include a process for the resolution of disputes between them; or
- b. An agreement between the Contractor and any labor organization seeking to represent the employees performing the contracted services. This agreement must contain a provision prohibiting the parties from causing, promoting, or encouraging Economic or Industrial Action, or other disruptive activity. This agreement must also include a process for resolution of disputes between parties.

Contractor must notify DSHS if it is unable to form a compliant agreement with a labor organization within 30 days of executing this Contract.

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

34. Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.

- a. "Mandatory Individual Arbitration Clause" or "Class or Collective Action Waiver" means an arbitration clause or waiver in an employment contract which precludes Contractor's employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.
- b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- d. If Contractor, during the term of this contract, requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions. Definitions specific to each service are outlined in each service category.
 - a. "Authorization for Purchase" (AFP) is the formal DVR fiscal document that officially identifies and authorizes a DVR Contractor to deliver a specific CRP service at a specified amount.
 - b. "BCCU" means the DSHS Background Check Central Unit.
 - c. "Business Day" means the days between and including Monday to Friday, excluding holidays observed by the state of Washington and its employees.
 - d. "Character, Competence, and Suitability Assessment" (CCSA) means a form completed and kept on file by the Contractor justifying why an employee, intern, or volunteer with a background check result of REVIEW REQUIRED should have unsupervised access to Customers.
 - e. "Clear and Convincing Evidence" means that the Division of Vocational Rehabilitation shall have an unequivocal, high degree of certainty before it can conclude that an individual is incapable of benefiting from services in terms of an employment outcome.
 - f. "Community Rehabilitation Program" (CRP) provides vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment.
 - g. "Competitive Employment" means part-time or Full-Time work that is performed in an Integrated Work Setting for which the individual is paid at or above the state minimum wage and earns the same wages and benefits as other employees who are not disabled, performing the same or similar work.
 - h. "Corrective Action Plan" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - i. "CRP Guidelines" means a document containing guidelines and frequently asked questions regarding the services purchased through this Contract which can be accessed on the DVR website.
 - j. "Customer" means an individual with a disability who is referred to the Contractor by DVR for CRP or IL services.
 - k. "DVR" means the DSHS Division of Vocational Rehabilitation.
 - l. "Emergency Situation" refers to a situation where a delay in service would adversely affect the Customer's progress.
 - m. "Extended Services" means ongoing support services and other appropriate services needed to support an individual with a most significant disability in supported employment; such services are provided by a State agency, a private nonprofit organization, Employer, or any other appropriate resource, from funds other than DVR funds, after an individual with a most significant disability has made the transition from support provided by DVR.

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- n. "Full-Time" means an individual works at least thirty-five (35) hours per week.
- o. "Initial Period" means the first two (2) consecutive years that the Contractor provides CRP services outlined in this Contract or previous contracts.
- p. "IL" means Independent Living.
- q. "IL Service" means services that address specific IL issues that are identified as barriers to employment.
- r. "Integrated Work Setting" means a setting commonly found in the community in which an employee with a disability interacts with people without disabilities, other than service providers, to the same degree that an employee without a disability in the same type of job would interact.
- s. "Most Significant Disability" means individuals who are determined eligible for Vocational Rehabilitation (VR) Services and meets the following criteria as defined in WAC 388-891A-0620:
 - (1) The individual requires multiple VR services over an extended period of time.
 - (2) The individual experiences serious functional limitations in four (4) or more of the following areas in terms of an employment outcome:
 - (a) Mobility
 - (b) Communication
 - (c) Self-care
 - (d) Cognition and learning (self-direction)
 - (e) Interpersonal
 - (f) Work tolerance
 - (g) Work skills
- t. "Service Delivery Outcome Plan (SDOP)" is a written plan jointly developed by the Customer, DVR, counselor, and CRP representative for obtaining CRP services. The details of the agreement are tailored to the unique needs of the Customer and documented.
- u. "Service Delivery Outcome Report (SDOR)" is a report completed by the Contractor providing detailed documentation of how the Contractor met the expectations agreed upon in an SDOP and this Job Services Contract for the service provided to a specific Customer.
- v. "Unsupervised Access" means that a member of the Contractor's personnel (Board member, staff person, volunteer, or intern) is in the presence of a Customer but not in the presence of:
 - (1) Another member of the Contractor's personnel who has passed the DVR background check; or
 - (2) Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of his or her employment or involvement with the

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business or organization (RCW 43.43.830(13)).

- w. "Vocational Rehabilitation Counselor (VRC)" means DVR Vocational Rehabilitation Counselor.
- x. "Vocational Rehabilitation (VR) Services" refers to services by DVR as they relate to the terms and services outlined in this Contract.

2. Purpose.

Provide Community Rehabilitation Program (CRP) and/or Independent Living (IL) services to DVR Customers.

3. General Requirements.

- a. NO PART OF THE CRP OR IL SERVICES OUTLINED IN THIS CONTRACT MAY BE SUBCONTRACTED.
- b. Contract Term. The initial term of this Contract shall end on the date indicated on page 1 of this Contract. DVR may, at its discretion, extend this Contract by amendment for no more than four (4) total years of extensions. The choice to extend this Contract is determined solely by DVR, and DVR reserves the right to extend some or all of the Contractors.
- c. This Contract is based on Open Enrollment Solicitation #2020-0001, or, if this Contract is entered into outside of Open Enrollment as an exception, the terms of the exception granted. The Open Enrollment Solicitation or exception (whichever is applicable), as well as the Contractor's application materials, are incorporated into this Contract by reference. At the Contractor's request, DVR will send the Contractor a copy of the Solicitation and/or the Contractor's application materials.
- d. The Contractor shall provide all services in accordance with the Code of Ethics and Standards of Practice, Exhibit F to the Open Enrollment Solicitations incorporated by reference herein.
- e. The Contractor may store DSHS Data necessary to provide services under this contract, including Personal Information, on Portable Devices such as laptops. Portable Devices containing DSHS Data must be protected in accordance with Exhibit A – Data Security Requirements. For definitions of the terms used in this paragraph, refer to the General Terms and Conditions as well as Exhibit A.
- f. Neither party shall perform their specific responsibilities in this Contract unless:
 - (1) DVR, the Customer, and the Contractor have fully completed and signed a DVR Service Delivery Outcome Plan (SDOP) for the specific service(s) provided under this Contract.
 - (2) DVR has issued a signed Authorization For Purchase (AFP) for provision of services described in this Contract.
 - (3) If an Emergency Situation exists, the VRC may give the Contractor verbal authorization to start service(s) before the SDOP and AFP are developed if a delay in service delivery would adversely affect the Customer's progress.

The VRC has five (5) business days after verbal authorization is given to get the AFP and SDOP in place and signed.

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- g. The Contractor shall provide monthly progress updates to be submitted to the VRC in an SDOR.
- h. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. For reporting requirements, see each service section and Section 5, Reports.
- i. By signing this DVR Contract, the Contractor agrees to:
 - (1) Provide all services, as described in Section 4, Statement of Work, of this Contract in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended.
 - (2) Arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA) of 1990, as amended unless the cost involved would cause an undue burden, defined as a significant difficulty or expense, for the Contractor. Determination of what constitutes an undue burden will be made by the DVR Director on a case-by-case basis, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for interpreter services apart from the contracted fee for service.
 - (3) Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Customers who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.
- j. DVR shall reimburse the Contractor for interpreter and translation services needed to facilitate Customer job interviews.

4. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.

a. CRP Services

(1) Vocational Evaluation Services

(a) Definitions Specific to this Service

- i. "Psychometric test" means a test that systematically measures an individual's mental processes and behavioral acts.
- ii. "Vocational Evaluation Services" means the provision of Brief Assessments or Comprehensive Vocational Evaluations consisting of one or more standardized vocational tests, i.e. psychometric, personality, vocational preference and interest inventories, etc.

(b) Intent of Vocational Evaluation Services as defined in WAC 388-892-0110:

- i. The Vocational Rehabilitation Counselor (VRC) and the Contractor shall develop a written DVR Service Delivery Outcome Plan (SDOP) for Vocational Evaluation Services. The SDOP shall be individualized to meet the unique needs of each DVR Client and shall be mutually agreed to and signed by the VRC, DVR Client, and the Contractor.

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- ii. The Contractor shall administer one (1) or more standardized vocational tests as specified in the DVR SDOP for Vocational Evaluation Services in order to obtain objective information in response to specific questions documented on the SDOP about the Client's work-related strengths and limitations.

(c) Comprehensive Vocational Evaluations:

- i. Consist of tests and / or assessment methods designed to measure and document an individual's interests, values, work related behaviors, aptitudes, skills, physical capacities, learning styles, and training needs.
- ii. Are performed using a variety of techniques, i.e., assessment of functional / occupational performance in real or simulated environments, work samples, psychometric testing, preference and interest inventories, personality testing, personal interviews and analysis of prior work experience and transferable skills.
- iii. If the evaluation process identifies work the Customer could do, the evaluation report will identify at least three employment options the Customer could successfully perform either with or without training and long-term employment supports.
- iv. May be completed in three (3) days or less depending on needs and abilities of individuals.

(d) Brief Vocational Evaluations:

- i. Involve paper and pencil tests, such as psychometric testing, personality testing, performance and interest inventories that identify an individual's work interests and abilities.
- ii. May be completed in one (1) day or less.

(e) Vocational Evaluation Reports:

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

(2) Trial Work Experience and Community Based Assessment Services

Please note: As stated in the Open Enrollment Solicitation, this is a dual-service category, and by marking the correlating box on Exhibit I, CRP Services and Qualifications Form, the vendor

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agrees to provide BOTH services. If it is NOT the intent of the Contractor to provide both services, they must clearly indicate the exclusion as directed in the Open Enrollment Solicitation document incorporated here by reference.

(a) Trial Work Experience Services

i. Definitions Specific to this Service:

“Trial Work Experience” (TWE) means an exploration of the individual’s abilities, capabilities, and capacity to perform in work situations.

ii. The intent of the TWE is to:

- (A) Determine if the individual can achieve employment through the provision of Vocational Rehabilitation (VR) services and is eligible for VR services.
- (B) A TWE is done prior to the determination of eligibility or at any later point in the VR process before determining that the individual is not eligible or no longer eligible for VR services due to the significance of the individual’s disabilities.
- (C) Determine if there is Clear and Convincing Evidence that the individual cannot benefit from VR services due to the significance of their disability and is ineligible for VR services.
- (D) Allow a Customer to perform in one or more realistic work setting(s) while receiving appropriate support services.

iii. A TWE can be provided at any point in the VR process.

iv. Trial Work Setting

(A) Trial Work Experiences are:

- Conducted in a realistic Integrated Work Setting based on the individual’s needs and informed choice.
- Includes the number and variety of settings necessary to obtain sufficient information for the Vocational Rehabilitation Counselor (VRC) and Customer to make sound decisions.
- Duration is determined based on an individual’s needs as determined by the nature and extent of the areas being explored and should be scheduled for the shortest time necessary to answer all the questions specified in the Service Delivery Outcome Plan (SDOP).

(B) Liability during a Trial Work Experience

- The Contractor shall be liable for any accidents or injuries to the Customer while participating in a Trial Work Experience at a business site.

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- The Contractor shall also be liable for any damages caused by the Customer to equipment or property belonging to the employer where the Trial Work Experience is conducted.
- v. Areas of evaluation can include, but are not limited to:
- (A) Mobility to and from work or within a work setting.
 - (B) Ability to tolerate the typical demands of a regular work schedule or work environment.
 - (C) Ability to demonstrate the manual skills and dexterity to perform typical work tasks.
 - (D) Ability to manage self-care needs in a work environment.
 - (E) Ability to learn work tasks and identify what type and level of supports are needed to perform tasks.
 - (F) Ability to understand others and communicate effectively.
 - (G) Interpersonal skills and ability to respect typical social and personal boundaries.

vi. Levels of Service

There are three (3) levels of service available. The VRC determines which level of service to use, with input from the Customer and the Contractor, based on the following:

- (A) Complexity of the Trial Work Experience questions to be answered.
- (B) Nature and extent of support(s) the Customer will need to complete the Trial Work Experience.
- (C) Expected duration of the Trial Work Experience.
- (D) Type and number of positions the Trial Work Experience includes.
- (E) Availability of the type of Trial Work Experience setting or position.

vii. Trial Work Experience Reports

- (A) Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- (B) Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- (C) If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may

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withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

(D) Upon completion of the Trial Work Experience (TWE), the Contractor shall submit a written report on the SDOR form indicating:

- For each TWE site(s):
 - Name of TWE site(s).
 - TWE site(s) contact name and phone number.
 - Address of TWE site(s).
 - Dates of assessment for each TWE site.
- Verification of the Customer's completion of the TWE.
- Answers to all questions specified on the DVR SDOP.
- Any additional details requested on the SDOP.

(b) Community Based Assessment Services

i. Definitions Specific to this Service:

“Community Based Assessment” (CBA) means locating, securing, and placing a Customer into a paid employment setting(s), or other realistic work setting(s), in which the Customer performs work for a specified period of time with the direct provision of needed job supports and training.

ii. The intent of the CBA is to accomplish one or more of the following:

(A) Identify barriers to employment.

(B) Obtain information needed for the Customer to select a suitable vocational goal.

(C) Determine the nature and scope of Vocational Rehabilitation (VR) services an individual needs to achieve an employment outcome.

iii. If a CBA occurs in a private business, the activities of the individual with disabilities who is participating in a skills assessment program (CBA) should not result in an economic advantage for the business. If it is deemed that the Customer's participation will result in an economic advantage for the business, then the CBA must either be:

(A) Paid; or

(B) The Customer understands that they are voluntarily participating in the CBA with no expectation of payment and all work tasks are simulated.

iv. A CBA can be provided at any point in the vocational rehabilitation process.

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- (A) As a rule, a CBA is conducted after the individual is determined eligible for services.
- (B) A CBA may be conducted before eligibility is determined only under the following circumstances when information is needed to determine if an applicant requires vocational rehabilitation services:
- The individual is employed and seeking services to advance in employment.
 - The individual is seeking services to maintain employment.
- v. The Contractor will locate, secure, and place a Customer into a paid employment setting(s) or other realistic work setting(s), in which the Customer performs work for a specified period with the direct provision of needed job supports and training to:
- (A) Verify or identify a Customer's unique work interests, abilities, and any Competitive Employment barriers related to communication, mobility, work skills, work tolerance, self-direction (cognition and learning), interpersonal attitudes, skills or behavior; self-care, etc.
- (B) Identify the nature and extent of support(s) and accommodations needed for the Customer to obtain and maintain Competitive Employment.
- vi. Liability during a Community Based Assessment
- (A) The Contractor shall be liable for any accidents or injuries to the Customer while participating in a CBA at a business site.
- (B) The Contractor shall also be liable for any damages caused by the Customer to equipment or property belonging to the employer where the CBA is conducted.
- vii. Levels of service
- There are three (3) levels of service available. The Vocational Rehabilitation Counselor (VRC) determines which level of service to use, with input from the Customer and the Contractor, based on the following:
- (A) Complexity of the questions to be answered from the CBA.
- (B) Nature and extent of support(s) the Customer will need to complete the CBA.
- (C) Expected duration of the CBA.
- (D) Type and number of positions the CBA includes.
- (E) Availability of the type of CBA setting or position.
- viii. Community Based Assessment Reports
- (A) Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.

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- (B) Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR Service Delivery Outcome Plan (SDOP) and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- (C) If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
- (D) Upon completion of the CBA, the Contractor shall submit a written report on the SDOR indicating:
- For each CBA site(s):
 - Name of CBA site(s).
 - CBA site(s) contact name and phone number.
 - Address of CBA site(s).
 - Dates of assessment for each CBA site.
 - The Customer's completion of the service.
 - Answers to all questions specified on the DVR SDOP.
 - Justification for any bonuses included on the invoice for the CBA.
 - Any additional details requested on the SDOP.

(3) Job Placement Services

(a) Definitions Specific to this Service:

- i. "Customized Employment" means competitive integrated employment, for an individual with a significant disability, that is based on an individualized determination of the strengths, needs, and interests of the individual with a significant disability, designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer, and is carried out through flexible strategies. It is a relationship between an employer and an employee that is negotiated to meet the needs of both parties.
- ii. "Customized Employment Proposal" means a written proposal presented to a potential employer in writing and/or in person including a customized job description that meets both the employers and Customer's needs, develops a set of job duties, a work schedule and job arrangement and specifics of supervision.
- iii. "IPE" means Individualized Plan for Employment, which is a written plan that

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documents important decisions made between the Customer and the Vocational Rehabilitation Counselor (VRC).

- iv. "Job Placement Services" means locating, securing, and placing a Customer into a paid, competitive, and integrated job that is mutually agreed upon by the Vocational Rehabilitation Counselor (VRC), Customer, and the Contractor.
- v. "On-the-Job Training (OJT)" means a type of training provided to a Customer in the work setting by an Employer and paid for by DVR.
- vi. "Temporary to Permanent Employment" or "Temp to Perm Employment" means employment that begins as a temporary position and then becomes a permanent position.

(b) The intent of Job Placement Services:

Job Placement is accomplished when the Customer completes their first full day of paid employment as defined by the Customer's Employer. If On-the-Job Training (OJT) services are provided, Job Placement is achieved and paid for when OJT is completed and a permanent job placement is achieved.

(c) DVR shall pay for Job Placement at the Contractor's place of business or any business entity owned or operated by the Contractor under the following conditions:

- i. The employment position matches the job goal listed on the Service Delivery Outcome Plan (SDOP).
- ii. The Customer is hired through the Contractor's competitive interviewing and hiring process.
- iii. The Contractor, Customer, and VRC all agree that it is an appropriate placement.

(d) Temporary to Permanent (Temp to Perm) Job Placement shall meet the following criteria in order to be considered a successful placement:

- i. Employer's written verification that the Employer's customary hiring practice is to start the majority of their permanent employees as temporary staff, submitted to DVR.
- ii. Placement is in accordance with the SDOP and IPE.
- iii. Customer agrees to placement.

(e) Job Placement Activity and Outcome Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and

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completed the Contractor's internal intake process with the Customer.

- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
- iv. Job Placement Activities

The Contractor shall provide a minimum of one and up to a maximum of three Job Placement activity options below (A, B, or C), to meet the requirements for the Job Placement Activities payment point:

(A) Five (5) employment site visits accompanying the Customer to apply for job openings that match the Customer's job goal:

- An application or resume shall be submitted to each job site.
- If a site visit is not allowed by the potential Employer, the Contractor shall assist the Customer in completing an application using the method required by the Employer:
 - Use of blind ads shall not be accepted for the Job Placement Activity payment point.
 - Applications submitted for employment at the Contractor's place of business or any business entity owned or operated by the Contractor shall not be counted toward the Job Placement Activity payment point.
- Employment site visits shall not be at the Contractor's place of business or any business entity owned or operated by the Contractor.

(B) A combined total of three (3) job interview(s) or unique Customized Employment proposal(s) submitted to a potential Employer that match the Customer's job goal.

(C) One (1) job offer.

- v. Job Placement Activity Report

Upon completion of one or more of the Job Placement activities detailed above, the Contractor shall submit a written report on the SDOR documenting the following reporting requirements:

(A) Five (5) employment site visits accompanying the Customer to apply for job openings that match the Customer's job goal. Description on the SDOR shall include:

- Name of each potential employer visited to include contact name if known.
- Date application or resume was submitted.
- Method used to submit application or resume (e.g. site-visit, online, etc.).

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- Full address and phone number if application or resume was submitted via a site-visit.
- Date of follow-up with potential employer to advocate for the Customer if follow-up was provided.

(B) Three (3) job interview(s) or unique Customized Employment proposal(s) submitted to a potential Employer that match the Customer's job goal. Description on the SDOR shall include:

- Name of potential employer.
- Full address and phone number of potential employer to include contact name.
- Whether it was an interview or submission of a Customized Employment proposal.
- Date of interview or submission of Customized Employment proposal.

(C) One (1) job offer. Description on the SDOR shall include:

- Name of potential employer.
- Full address and phone number.
- Did the Customer accept the job offer? If the Customer did not accept the job offer, provide reason.

(D) Any additional details requested on the SDOP.

vi. Job Placement Outcome Report

Upon completion of Job Placement Services, the Contractor shall submit a written report on the SDOR indicating:

- (A) Client's placement into a paid integrated job as mutually agreed to by the VRC, Client, and CRP;
- (B) Client's completion of first full day of paid employment as defined by the employer;
- (C) Name, contact name, and address of employer;
- (D) Date of client's first day of employment;
- (E) Type of job the client is performing;
- (F) Number of hours per week the Client is scheduled to work;
- (G) Client's hourly wage and any fringe benefits;
- (H) One of the following methods of verification of employment:

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- A letter signed by the employer verifying DVR Customer's first day of paid employment in a permanent, integrated, and competitive job;
- A copy of the DVR Customer's pay statement; or
- Any other form of verification approved on the SDOP; and

(l) Any additional details requested on the SDOP.

(4) Intensive Training Services

(a) Definitions Specific to this Service

- i. "Intensive Training Services" means one-on-one job skills training and support provided at the Supported Employment job site.
- ii. "Job Stabilization" means a point in a Customer's job plan at which the Customer, Employer, Vocational Rehabilitation Counselor (VRC), and the Contractor agree that needed supports are in place that will allow the Customer to maintain satisfactory on-the-job performance.
- iii. "Supported Employment" means services to support individuals with the most significant disabilities including youth with most significant disabilities who need intensive services and supports to achieve an employment outcome. Customers are determined eligible for Supported Employment services pursuant to WAC 388-891A-1010.

(b) The intent of Intensive Training Services is to provide skills training and support only for Customers who:

- i. Have an employment goal that requires Supported Employment;
- ii. Are working in a paid Integrated Work Setting or Customized Employment job; and
- iii. Need to achieve Job Stabilization in their on-the-job performance in order to transition to long-term Extended Services as provided by an entity other than DVR.

(c) Services

The Contractor shall provide individualized one-on-one job skills training and support at the supported employment job site that will enable the Customer to:

- i. Attain Job Stabilization as determined by the Employer, the Customer, the Contractor, and the VRC in on-the-job performance, with job supports;
- ii. Meet their Employer's expected levels of work productivity; and
- iii. Transition to long-term Extended Services provided by an entity other than DVR.

(d) Levels of Service

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There are three (3) levels of service available. The VRC determines the level of service needed, with input from the Customer and the Contractor, based on the nature and extent of support(s) needed for the Customer to achieve Job Stabilization and the estimated duration of Intensive Training Services.

(e) Intensive Training Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR Service Delivery Outcome Plan (SDOP) and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
- iv. Upon completion of Intensive Training Services, the Contractor shall submit a written narrative report on the SDOR form indicating:
 - (A) Dates for each of the on-site Intensive Training Services provided.
 - (B) The Customer has attained Job Stabilization and can maintain satisfactory on-the-job performance with the quantity and type of long-term employment supports that are available to the Customer from an Extended Services provider.
 - (C) The Customer has transitioned to a provider of long-term employment support(s) other than DVR.
 - (D) Name of the entity providing the long-term employment supports.
 - (E) Any additional details requested on the SDOP.

(5) Job Retention Services

(a) Definitions Specific to this Service

- i. "Job Retention Services" means individualized job site training and support services that enable a Customer to learn the essential functions of a job and meet the Employer's expected level of job performance for at least ninety (90) calendar days after services are authorized.
- ii. "On-the-Job Training (OJT)" means a type of training provided to a Customer in the work setting by an Employer and paid for by DVR.

(b) Job Retention Services are authorized if:

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DVR and the Customer determine that additional training and supports are needed after Job Placement to ensure the Customer learns essential job functions and retains continuous employment for ninety (90) calendar days after Job Retention services are authorized and started.

(c) Job Retention services are not authorized:

- i. For Customers with an employment goal that requires Supported Employment services.
- ii. For Customers who received Job Placement Services and OJT services that are paid by DVR to the Employer. A VR Supervisor may approve exceptions for authorizations for Job Retention Services for Customers who received Job Placement Services and OJT services.

(d) Services

The Contractor shall provide:

- i. Individualized job site training and support services that enable a Customer to learn the essential functions of a job and meet the Employer's expected level of job performance.
- ii. Individualized follow-along and follow-up with the Customer and the Customer's Employer.
- iii. Intervention as needed to ensure the Customer continues to meet the Employer's expected level of job performance and retains continuous employment for ninety (90) calendar days after Job Retention services are authorized and started.

(e) Levels of Service

There are three (3) levels of service available. The Vocational Rehabilitation Counselor (VRC) determines the level of service needed, with input from the Customer and the Contractor. The level of service is based on the nature and extent of Job Retention activities the Contractor is expected to provide to enable the Customer to learn essential job functions and retain their job for ninety (90) continuous calendar days after Job Retention services are authorized and started.

(f) Job Retention Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR Service Delivery Outcome Plan (SDOP) and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.

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- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
- iv. Upon completion of Job Retention Services, the Contractor shall submit a written narrative report on the SDOR form indicating:
 - (A) Dates for each of the job site Job Retention services provided.
 - (B) Activities accomplished during each job site visit.
 - (C) The Customer has retained continuous employment for at least ninety (90) calendar days after Job Retention services are authorized.
 - (D) Whether or not the Customer is satisfactorily performing the job duties as defined by the Customer's Employer.
 - (E) Any additional details requested on the SDOP.

(6) Off-Site Psycho-Social Job Support Services

(a) Definition Specific to these Services:

"Off-Site Psycho-Social Job Support Services" means regular therapeutic interaction with a Customer who has not disclosed their disability to their employer or the employer prohibits access to the worksite. Off-Site Psycho-Social Job Support Services shall enable the individual to maintain satisfactory job performance and successful interactions with others at the workplace. This interaction occurs away from the Customer's workplace to assist the individual in areas such as, but not limited to, the following:

- Adjusting and adapting to the work environment and/or the stresses of working.
- Maintaining a punctual work schedule and/or adjusting to any changes in their schedule.
- Positively accepting supervision and direction.
- Maintaining positive interpersonal relationships and/or communicating effectively with their supervisor, co-workers, and others whom they shall interact with at the workplace.
- Recognizing and changing psycho-social behaviors they exhibit at their workplace that impede or compromise their job performance and/or ability to interact with others.
- Recognizing and addressing the escalation of any anxiety or stress symptoms that impede or compromise their job performance and/or ability to interact with others.
- Adjusting to other significant changes in lifestyle or personal circumstances that occur because of their employment.

(b) Levels of Service

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- i. The Vocational Rehabilitation Counselor (VRC) determines the level of service needed in close collaboration with the Customer and the Contractor. The level of service is based on the nature and extent of therapeutic intervention the Contractor is expected to provide to enable the Customer to adjust to their work environment and retain their job for ninety (90) continuous calendar days after services are authorized and started.
- ii. The following are general criteria that DVR shall follow when determining the level of service required by a Customer. The criteria may be altered or expanded upon by the VRC in collaboration with the Customer and the Contractor in order to reflect the Off-Site Psycho-Social support needs of the Customer.
 - (A) Level 1 – The Customer requires minimal Off-Site Psycho-Social Job Support Services to address their psycho-social stressors of employment.
 - (B) Level 2 – The Customer requires moderate Off-Site Psycho-Social Job Support Services to address their psycho-social stressors of employment.
 - (C) Level 3 – The Customer requires significant Off-Site Psycho-Social Job Support Services to address their psycho-social stressors of employment.
- iii. If a Customer discloses their disability to their employer while receiving Off-Site Psycho-Social Job Support Services and requires on-site CRP Job Retention Services to maintain their employment, one of the following services shall be authorized:
 - (A) CRP Job Retention in lieu of Off-Site Psycho-Social Job Support Services – Non-Supported Employment.
 - (B) CRP Intensive Training in lieu of Off-Site Psycho-Social Job Support Services – Supported Employment.

(c) Service Delivery Outcome Plan

A Service Delivery Outcome Plan (SDOP), DSHS 11-031 form, shall be developed that identifies the psycho-social adjustment issues a Customer faces at the workplace and documents the specific activities and frequency of regular interaction the Contractor shall conduct with the Customer away from the individual's workplace to assist them in achieving and maintaining satisfactory job performance. The SDOP does not take effect until the VRC, the Customer, and the Contractor have signed it.

(d) Off-Site Psycho-Social Job Support Services – Non-Supported Employment

- i. Definitions Specific to this Service:

“Off-Site Psycho-Social Job Support Services – Non-Supported Employment” means Off-Site Psycho-Social Job Support Services provided to a Customer who does not require Supported Employment.
- ii. Off-Site Psycho-Social Job Support Services – Non-Supported Employment shall be authorized when:
 - (A) The Customer has received CRP Job Placement and achieved an employment

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outcome.

- (B) The VRC and Customer determine the Customer is in need of Off-Site Psycho-Social services and does not require Supported Employment services.
 - (C) The Customer chooses not to disclose their disability to their Employer or the Employer prohibits the Contractor from having access to the worksite.
 - (D) The Vocational Rehabilitation Counselor (VRC) and the Customer determine that additional psycho-social job support is needed away from the individual's workplace to ensure:
 - The Customer successfully adjusts to the work environment.
 - The Customer retains continuous employment for ninety (90) calendar days after Off-Site Psycho-Social Job Support Services – Non-Supported Employment services are authorized and started.
- iii. The Contractor shall provide:
- (A) Individualized Off-Site Psycho-Social Job Support Services that enable a Customer to successfully adjust to the work environment and manage the stresses of working.
 - (B) Intervention away from the workplace to ensure the Customer continues to meet their Employer's expected level of performance and retains continuous employment for ninety (90) calendar days after services are authorized and started.
- iv. Off-Site Psycho-Social Job Support Services – Non-Supported Employment Reports
- (A) Service Delivery Outcome Report (SDOR) shall be completed by the Contractor to document the specific activities and frequency of regular interaction the Contractor has conducted with the Customer away from the Customer's workplace to assist them in achieving and maintaining satisfactory job Performance.
 - (B) Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
 - (C) Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the SDOR to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
 - (D) If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
 - (E) Upon completion of Off-Site Psycho-Social Job Support Service – Non-Supported Employment, the Contractor shall submit a written narrative report on the SDOR form Indicating:

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- The dates for each off-site psycho-social adjustment interaction the Contractor had with the Customer.
- An identification of the workplace psycho-social adjustment issues that were addressed by the Contractor with the Customer during the course of service delivery and a summary of the Customer's response.
- An appraisal of the Customer's overall psycho-social adjustment to their workplace including, but not limited to:
 - Stability of identified psycho-social issues.
 - Identification of any symptoms that may impede ongoing job performance.
- Any other significant ongoing issues that may impede job performance.

(e) Off-Site Psycho-Social Job Support Services – Supported Employment

i. Definitions Specific to this Service:

"Off-Site Psycho-Social Job Support Services – Supported Employment" means Off-Site Psycho-Social Job Support Services provided to a Customer who requires Supported Employment.

ii. Off-Site Psycho-Social Job Support Services – Supported Employment shall be authorized when:

- (A) The Customer has received CRP Job Placement and achieved an employment outcome.
- (B) The Customer is in need of Off-Site Psycho-Social Job Support Services and requires Supported Employment services.
- (C) The Customer chooses not to disclose their disability to their Employer or the Employer prohibits the Contractor from having access to the worksite.
- (D) The VRC and the Customer determine that additional psycho-social job support is needed away from the individual's workplace to ensure:
 - The Customer successfully adjusts to the work environment.
 - The Customer achieves stabilization in the job and has transitioned to Extended Services.

iii. The Contractor shall provide:

- (A) Individualized Off-Site Psycho-Social Job Support Services that enable a Customer to successfully adjust to the work environment and manage the stresses of working.
- (B) Intervention away from the workplace to ensure the Customer continues to meet their Employer's expected level of performance and successfully begins receiving

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Extended Services provided by an entity other than DVR.

- iv. Off-Site Psycho-Social Job Support Services – Supported Employment Reports
- (A) Service Delivery Outcome Report (SDOR) shall be completed by the Contractor to document the specific activities and frequency of regular interaction the Contractor has conducted with the Customer away from the Customer's workplace to assist them in achieving and maintaining satisfactory job Performance.
- (B) Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- (C) Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the SDOR to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- (D) If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).
- (E) Upon completion of Off-Site Psycho-Social Job Support Service – Supported Employment, the Contractor shall submit a written narrative report on the SDOR form indicating:
- The dates for each Off-Site Psycho-Social adjustment interaction the Contractor had with the Customer.
 - An identification of the workplace Psycho-Social adjustment issues that were addressed by the Contractor with the Customer during the course of service delivery and a summary of the Customer's response.
 - Verification the Customer has begun receiving Extended Services.
 - Any other significant ongoing issues that may impede job performance.

(7) Pre-Employment Transition Services (Pre-ETS)

(a) Work-Based Learning Experience (WBLE)

i. Definitions Specific to this Service

- (A) "Student" means an individual, ages of 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be ages 16 through 21 years of age to participate in Work-Based Learning.
- (B) "Work-Based Learning Experience (WBLE)" means activities where a Student is

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placed into a competitive, integrated work setting where they get paid the Washington State minimum wage, the local minimum wage, or a wage consistent with the employer's typical pay for the position, whichever is greater to perform a non-permanent job at an employer's work site in accordance with Washington State Teen Worker rules established by the Department of Labor and Industries. WBLE is not intended to be a permanent placement.

- (C) WBLE-A is a work-based learning experience at 11+ hours per week over a period of 4-6 weeks that is an opportunity for a Student to gain real-world experiences and wages.
 - (D) WBLE-B is a work-based learning experience at 11+ hours per week over a period of 7-9 weeks that is an opportunity for a Student to gain real-world experiences and wages.
 - (E) WBLE-C is a work-based learning experience at 11+ hours per week over a period of 10-12 weeks that is an opportunity for a Student to gain real-world experiences and wages.
- ii. Work-Based Learning Experience (WBLE) Requirements
- (A) Students participating in Work-Based Learning Experiences shall be paid an hourly wage by the Contractor or by the employer at the rate of the prevailing Washington State or local minimum wage, or a wage consistent with the employer's typical pay for the position, whichever is greater.
 - (B) The Student shall be placed in a competitive, integrated workplace setting outside of the traditional school setting and not at a CRP site. It shall be based on the Student's areas of vocational interest, and is in alignment with their IEP, High School and Beyond Plan, or in collaboration with the high school.
 - (C) Contractor activities shall include developing the site; helping the Student plan and access transportation to the site; providing workplace readiness instruction (e.g., grooming, social skills, appropriate workplace behavior, and other goals commensurate with individual student needs); collecting employer feedback; post-WBL debriefing with Student.
 - (D) The Contractor shall maintain accurate time sheets that document the dates and hours that a Student participates in a Work-Based Learning Experience.
 - (E) Work-Based Learning Experiences are not considered assessments.
 - (F) Work-Based Learning Experiences are considered vocational exploration and are not intended to be a Job Placement Service or require Job Retention Services.
- iii. Work-Based Learning Experience Reports
- (A) Upon Completion of the WBLE, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) form indicating the following for each WBLE site(s):

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- All service delivery activity, as identified in the SDOP provided to reach the client's WBLE goals.
- Dates and hours of all activities provided.
- Name of the Contractor's staff person providing these services.
- Results achieved by the client for each of the WBLE activities specified in the SDOP.
- Specific recommendations, if any, for further services.

(B) Reports should be written in language that addresses the Student directly, and provided to both the student and DVR VRC.

(b) Workplace Readiness Training (WRT)

i. Definitions Specific to this Service

- (A) "Student" means an individual, ages of 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be ages 16 through 21 years of age to participate in Work-Based Learning.
- (B) "Workplace Readiness Training (WRT)" means training to acquire or enhance commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, sometimes called soft skills, employability skills, or job readiness skills.
- (C) "WRT- A" means on-site Workplace Readiness Training (WRT) for 4-6 weeks, for a Student participating in a work-based learning experience when that Student requires WRT, to learn appropriate worksite behaviors.
- (D) "WRT- B" provides on-site workplace readiness training for 7-9 weeks for a Student participating work-based learning experience when that Student requires WRT, to learn appropriate worksite behaviors.
- (E) "WRT- C" provides on-site workplace readiness training for 10-12 weeks for a Student participating work-based learning experience when that Student requires WRT, to learn appropriate worksite behaviors.

ii. Workplace Readiness Training (WRT) Requirements

- (A) The Contractor shall provide on-site Workplace Readiness Training for Students participating in a Work-Based Learning Experience, when the Student requires additional support to learn appropriate worksite behaviors.
- Workplace readiness training shall include but is not limited to:
 - Instruction in communication and interpersonal skills,

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- Orientation and mobility training,
 - Understanding employer expectations for punctuality and performance,
 - 'Soft' skills necessary for employment.
 - Specific workplace readiness goals for this experience developed in collaboration with the DVR VRC, and the Student's school transition Individual Education Plan (IEP) or other school –based transition IEP or other school-based transition overall goals.
 - The service is not intended as traditional job coaching to teach job-specific tasks.
- iii. Workplace Readiness Training Reports
- (A) Upon completion of the WRT, the Contractor shall submit a written report on the SDOR form indicating:
- All service delivery activity, as identified in the WRT SDOP, provided to reach the client's WRT goals.
 - Dates and hours of all activities provided.
 - Name of the Contractor's staff person providing these services.
 - Results achieved by the client for each of the WBLE activities specified in the SDOP.
 - Specific recommendations, if any, for further services.
- (B) Reports should be written in language that addresses the Student directly, and provided to both the Student and DVR VRC.

b. CRP Mandatory Training

The following thirteen (13) courses are required core training for Community Rehabilitation Providers (CRPs) and are available through the DVR website.

(1) Mandatory courses are:

- (a) DVR-A – Business Perspectives in Supported Employment.
- (b) DVR-B – Collaborative Negotiation and Working Together Successfully.
- (c) DVR-C – Customer Rights and Informed Choice.
- (d) DVR-D – Services for Individuals Who Experience Developmental Disabilities 1.
- (e) DVR-E – Services for Individuals Who Experience Developmental Disabilities 2.

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- (f) DVR-F – A Historical Overview of Supported Employment for Individuals with Developmental Disabilities.
 - (g) DVR-G – A Historical Overview of Supported Employment for Individuals with Behavioral Health Disabilities.
 - (h) DVR-H – Services for Individuals Who Experience Mental Illness 1.
 - (i) DVR-I – Services for Individuals Who Experience Mental Illness 2.
 - (j) DVR-J – CRP Service Delivery Outcome Plans & Reports.
 - (k) DVR-K – Supported Employment Systems Collaborating for Outcomes.
 - (l) DVR-L – The Importance of Benefits Planning.
 - (m) DVR-M – Transition from School to Employment.
- (2) Staff who are required to take training:
- (a) The Contractor's current direct service providers and program staff shall complete all thirteen (13) courses within twelve (12) months of the contract start date.
 - (b) Newly hired employees are required to complete all thirteen (13) courses within ninety (90) days of the employee's hire date.
- (3) The CRP Employer shall provide a certificate of completion to each employee after they complete all thirteen (13) courses. The certificate shall be retained in the employee's personnel file and be made available to DVR upon request.

c. IL Services

(1) Personnel Qualifications (IL Only)

- (a) Before the employee, intern, or volunteer is allowed to provide IL services through this contract, the Contractor shall submit the following for each employee, intern, or volunteer:
 - i. A current resume detailing their Full-Time Equivalency (FTE) paid employment experience, in the direct provision of social services to individuals with disabilities.
 - ii. Educational Transcripts, which may include Post-Secondary Transcripts, High School or General Education Degree (GED).
- (b) DVR will evaluate each submission of Personnel Qualifications and approve based on the qualifications submitted by the Contractor. The Contractor will be notified of the services each employee, intern, or volunteer is approved to provide.
- (c) The Contractor shall notify DVR within fourteen (14) business days when an employee leaves the employment of the Contractor or transfers to a position that shall not include the provision of IL services through this contract.

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(2) IL Skills Training and IL Work-Related Systems Access

If IL Skills Training Services and IL Work-Related Systems Access Services are both approved, only one service may be requested on a single SDOP.

(3) IL Skills Training Services

(a) Definition Specific to this Service:

“IL Skills Training Services” means services to develop a Customer’s skills and abilities to mitigate or eliminate their IL barriers to employment.

(b) The intent of IL Skills Training Services is to:

Provide individualized IL Skills Training Services, as identified in the SDOP, to develop the Customer’s skills and abilities to mitigate or eliminate their IL barriers to employment.

(c) The Vocational Rehabilitation Counselor (VRC), with input from the Customer and Contractor, will develop a written SDOP for IL Skills Training Services that are individualized for the Customer receiving the services. The SDOP shall also specify each of the identified IL Skills Training topics to be performed by the Contractor.

(d) The VRC, with input from the Contractor, will authorize a specific number of allowable hours of the Contractor’s time that is appropriate to meet the needs of the Customer. If required to meet the needs of the Customer, the SDOP may be amended by the VRC to add additional hours.

(e) Specific topics of IL Skills Training Services are:

i. Use of transportation services

Development of an individual’s ability to:

(A) Explore, understand, and utilize different transportation options.

(B) Utilize direct bus use training.

(C) Identify community resources for bus training.

(D) Get to work and to feel safe obtaining transportation services.

(E) Do all things necessary to facilitate the use of transportation services.

ii. Decision making

Development of an individual’s ability to:

(A) Identify a problem.

(B) Collect data on potential solutions.

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- (C) Weigh alternatives.
- (D) Create a plan of action.
- (E) Implement the plan of action.
- (F) Assess the success of the plan.
- (G) Make adjustments as needed.
- (H) Do all things necessary to facilitate decision making skills.

iii. Money Management

Development of an individual's ability to:

- (A) Track income and expenses.
- (B) Budget for upcoming expenses.
- (C) Shop wisely.
- (D) Pay bills on time.
- (E) Balance a checkbook.
- (F) Avoid bad debt.
- (G) Learn about deceptive financial practices.
- (H) Know where to get assistance if financial difficulties arise.
- (I) Do all things necessary to facilitate money management.

iv. Use of communication access services

Development of an individual's ability to explore, identify, and access effective communication options, such as interpreters, Braille services, and assistive technology.

v. Organizational abilities

Development of an individual's ability to identify and develop specific strategies, systems, and tools to increase their efficiency and independence at home, in daily living, and in employment.

Examples include use of daily planners, personal digital assistants (PDAs), electronic planning devices, charts, checklists, filing systems, other memory aids, and work station arrangement.

vi. Interpersonal and social relationships

Development of an individual's ability to understand effective interpersonal and social

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relationships and how they may affect one's personal life, judgment, decision making, functional behavior, common ground, and teamwork skills.

Examples include work and family relationships.

vii. Time management

Development of an individual's ability and techniques to:

- (A) Plan, schedule, and manage time related to employment, personal life, and home activities.
- (B) Acknowledge one's personal time needs.
- (C) Manage personal priorities, goals and life skill needs.
- (D) Do all things necessary to facilitate time management.

viii. Self-Advocacy

Development of an individual's ability to:

- (A) Learn strategies and knowledge to resolve one's own problems.
- (B) Speak for one's self.
- (C) Exercise civil rights.
- (D) Make decisions affecting one's life.

ix. Accessing community resources and benefit programs

Development of an individual's ability to independently obtain services or financial assistance through available support systems.

Examples include Social Security, Temporary Assistance for Needy Families (TANF), and Healthcare for Workers with Disabilities, Section 8 and Public Housing.

x. Attendant Management

Development of an individual's ability to self-manage:

- (A) Personal care providers including, but not limited to, recruiting, hiring, training, scheduling, and supervising, dismissing (if necessary), managing payroll, problem solving, and developing a plan for when a personal care attendant is ill or stops working.
- (B) Personal care needs, including, but not limited to, time required for assistance, ability to explain how assistance is to be given, having all supplies on hand, being organized, and using time effectively.

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xi. Self-care

Development of an individual's ability to manage basic independent life skills including, but not limited to:

- (A) Grooming and hygiene (e.g., toileting, bathing, dressing).
- (B) Health management (e.g., setting up doctor appointments, getting routine physical and preventive care, accessing medical, psychological, and other professional services as needed).
- (C) Medication management (e.g., setting up a system to take medications on time, keeping doctors informed of changes in medication, getting prescriptions refilled).

xii. Self-protection

Development of an individual's personal awareness and skills to be safe when:

- (A) In the home or community (e.g., how to respond to an emergency, contacting 911, and escaping during a fire).
- (B) Interacting with others (e.g., being taken advantage of financially, sexually or in other ways).
- (C) Using public transportation or technology (e.g., internet "scams", identity theft, online sexual predators).

(f) IL Skills Training Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

(g) Consideration for IL Skills Training Services:

- i. Billed in quarter hour increments.
- ii. Allowed only for time that directly pertains to the delivery of services for the Customer. No payment shall be made for time involved in development of the Service Delivery Outcome Plan (SDOP) or for report writing.

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(4) IL Work-Related Systems Access Services

(a) Definition Specific to this Service:

“IL Work-Related Systems Access Services” means services to the Customer to assist in accessing and utilizing public support systems.

(b) The intent of IL Work-Related Systems Access Services is to:

Provide individualized direct services to assist the Customer in accessing and utilizing the public support systems as identified in the Service Delivery Outcome Plan (SDOP).

(c) The Vocational Rehabilitation Counselor (VRC), with input from the Customer and Contractor, will develop a written SDOP for IL Work-Related Systems Access Services that is individualized for the Customer receiving the service. The SDOP shall also identify the specific public support system(s) the Contractor is to assist the Customer in accessing.

(d) The VRC, with input from the Contractor, will authorize a specific number of allowable hours of the Contractor’s time that is appropriate to meet the needs of the Customer. If required to meet the needs of the Customer, the SDOP may be amended by the VRC to add additional hours.

(e) Specific topics of IL Work-Related Systems Access Services include, but are not limited to the following government supported programs or unspecified private programs:

- i. Income – Social Security, Temporary Assistance for Needy Families (TANF), Disability Lifeline (DL) which was formerly General Assistance-Unemployable (GAU), etc.
- ii. Personal care – Medicaid Personal Care, Community Options Program Entry System (COPES), etc.
- iii. Housing – Section 8 Housing, Public Housing, Adult Family Homes, etc.
- iv. Medical coverage – Medicaid, Medicare, Basic Health, Healthcare for Workers with Disabilities, etc.

(f) IL Work-Related Systems Access Services Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor’s internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor’s acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor’s internal intake process with the Customer.
- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

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(g) Consideration for IL Work-Related Systems Access Services:

- i. Billed in quarter hour increments.
- ii. Allowed only for time that directly pertains to the delivery of services for the Customer. No payment shall be made for time involved in development of the Service Delivery Outcome Plan (SDOP) or for report writing.

(5) IL Evaluations

(a) Definition Specific to this Service:

“IL Evaluation” means an evaluation process to identify a Customer’s IL strengths, limitations, and needs for IL Skills Training or IL Work-Related Systems Access services.

(b) The intent of the IL Evaluation is to:

Aid the Customer in accessing community resources related to home and community life that could impact the Customer’s participation in the DVR VR process and attainment of Competitive Employment.

(c) The Vocational Rehabilitation Counselor (VRC), with input from the Customer and Contractor, shall develop a written Service Delivery Outcome Plan (SDOP) for the Customer receiving this service. The VRC shall authorize the SDOP for the number and type of the specific IL Evaluation topics to meet the needs of the Customer.

(d) Specific topics of IL Evaluations are:

i. Disability:

(A) How the individual understands their disability and related limitations.

(B) The individual’s ability to manage their physical, emotional, and mental health.

ii. Residential Issues:

(A) Accessibility

(B) Mobility within the home.

(C) Environmental management.

(D) Home safety.

(E) Level of independence.

(F) Need for housing benefit program or residential support services, etc.

iii. Community Mobility:

(A) Mobility outside of the living environment.

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(B) Transportation ability and needs.

(C) Safety issues in the community.

iv. Financial Issues:

(A) Individual's ability to budget, pay bills, and manage money.

(B) Need for public benefits.

(C) Problems with current benefit programs.

(D) Need for guardian or protective payee.

(E) Significant debt.

(F) Use of payday lenders.

(G) Other legal issues related to financial issues.

v. Home Management Issues:

Basic skills of home management that could impact ability to work, i.e. cooking, cleaning, shopping, laundry, family issues, and needs for adaptive equipment or caregiver services to assist in home management activities.

vi. Social Skills:

(A) How the individual relates to family and others socially.

(B) Ability to appropriately interact with others in an employment setting.

(C) Identification of any social and/or family support system.

(D) Use of free time.

(E) Involvement with recreational activities.

(F) Problems with abuse and/or neglect.

vii. Support Systems:

(A) Ability to access all appropriate benefit programs; i.e. mental health, DDD, Washington Basic Food Program (food stamps), medical programs, housing assistance, etc.

(B) Understanding of why the individual is accessing benefit programs and who the contact is for the program(s).

(C) Ability to manage benefit programs and community resources independently.

(D) Understanding of rights and responsibilities for benefits programs.

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(E) Identification of significant problems with any benefit programs.

(F) Identification of need and eligibility for long-term employment supports through a community resource or if natural supports are available.

viii. Communication:

(A) Ability to read, write, and take messages.

(B) Understanding and responding to verbal and written communication.

(C) Ability to express oneself verbally and non-verbally.

(D) Ability to access and use telephone, TTY, computer, etc.

ix. Self Care

Management of personal health care, i.e. medication management, doctor appointments, routine preventive health care measures, bathing, dressing, grooming, toileting, and need for personal care assistance.

x. Education and Employment:

(A) Educational background and/or history with special education services.

(B) Learning difficulties and styles.

(C) Employment history.

(D) Understanding of DVR process, vocational goals, plans, etc.

(E) Criminal and/or legal issues that may impact employment.

(e) The Contractor shall evaluate the Customer in each of the IL Evaluation topics as identified in the agreed upon SDOP for IL Evaluation.

(f) Reports for Partial IL Evaluations and Comprehensive IL Evaluations

i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.

ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.

iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

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- iv. The written narrative IL Evaluation Report shall include, but not be limited to, all of the following elements:
 - (A) The Customer's abilities and limitations in each of the specified Partial IL Evaluation topics. (**Partial** IL Evaluation ONLY)
 - (B) The Customer's abilities and limitations in each of the ten (10) specified Comprehensive IL Evaluation topics. (**Comprehensive** IL Evaluation ONLY)
 - (C) The Customer's IL barriers to Competitive Employment.
 - (D) The IL Evaluator's summary impressions.
 - (E) The IL Evaluator's name.
 - (F) Specific recommendations regarding what IL Skill Training, natural supports and/or community resources may mitigate or eliminate the Customer's IL barriers to Competitive Employment.
- (g) Partial IL Evaluation Services
 - i. A Partial IL Evaluation Services is when the VRC authorizes a minimum of one (1) up to the maximum of five (5) of the defined evaluation topics in the SDOP.
 - ii. The authorizing VRC may convert a Partial IL Evaluation to a Comprehensive IL Evaluation if needed to meet the needs of the Customer.

If the Partial IL Evaluation is changed to a Comprehensive Evaluation, the total amount payable to the Contractor will be the fee paid for a Comprehensive IL Evaluation.
- (h) Comprehensive IL Evaluation Services
 - i. A comprehensive IL Evaluation Service occurs when the VRC authorizes all ten (10) of the defined evaluation topics in the SDOP.

5. Reports.

The Contractor shall submit reports, in a format prescribed by DVR.

- a. Reports are required for, and must accompany, all invoices submitted to the Vocational Rehabilitation Counselor (VRC).

(1) All written report(s) shall be submitted on the Service Delivery Outcome Report (SDOR), DSHS form 11-030 for CRP Services and DSHS form 11-097 for IL Services, per the requirement in

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the Report sections for the specific service(s) provided. The Contractor shall attach a completed SDOR with any invoice submitted for payment under the terms of this Contract.

- (2) The SDOR documents the detailed expectations of what services are needed for a specific Customer. The reports must include all information required in the Contract and any additional information in the SDOP. If the VR counselor believes the report is not comprehensive enough, he or she will return the report to the CRP Contractor to obtain the missing information.

b. Transportation Expenses Report

- (1) If traveling more than fifty (50) miles from the Contractor's nearest staffed office location for more than one Customer, the Contractor shall choose one Customer and submit an invoice and report for the chosen Customer. The Contractor shall not submit invoices for multiple Customers for the same transportation expenses.

- (2) The Contractor shall choose the shortest, most expedient route for travel when serving Customers more than fifty (50) miles from the Contractor's nearest staffed office location.

- (3) Upon completion of the services provided through this Contract, the Contractor shall submit a written report on the SDOR documenting all transportation expenses authorized by the DVR VRC and invoiced by the Contractor to include:

- (a) Address of Contractor's nearest staffed office location, point of origin;

- (b) Date and time the Contractor departed from the point of origin;

- (c) Address of destination the Contractor is traveling to;

- (d) Date and time the Contractor arrives at destination address; and

- (e) Date and time the Contractor returns to point of origin.

- (4) Travel time at a fixed rate of \$35 per hour in quarter-hour increments if service delivery occurs more than fifty (50) miles from the Contractor's nearest staffed office location.

- (5) Mileage. if actual service delivery occurs more than fifty (50) miles from the Contractor's nearest staffed office location, the documentation must include the following:

- (a) Address of Contractor's nearest staffed office location, point of origin; and

- (b) Address of destination the Contractor is traveling to.

- c. Other transportation expenses may be authorized by the DVR VRC such as State Ferry fees and toll fares.

- d. For more information, please refer to the following website: <http://www.ofm.wa.gov/policy/10.htm>

6. Forms.

The Contractor shall use DSHS forms as required under the terms and conditions of this Contract. The forms can be located on the Electronic DSHS Forms website: <https://www.dshs.wa.gov/office-of-the->

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[secretary/forms.](#)

7. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this contract, including any and all expenses, shall be based on the following:
- a. **CRP Consideration**
- (1) CRP Fee Schedule
 - (a) CRP fees shall be paid according to the CRP Fee Schedule, incorporated into this contract by reference and available on DVR's internet page at:
<https://www.dshs.wa.gov/dvr/community-rehabilitation-programs-contracts>.
 - (b) Any changes to the CRP Fee Schedule shall be made available on DVR's internet page and incorporated into this contract by reference, upon their effective date.
 - (c) At the Contractor's request, DVR will send the Contractor a copy of the current CRP Fee Schedule.
 - (2) Receipt and acceptance by the Vocational Rehabilitation Counselor (VRC) of the Contractor's invoice and required report(s) as described in Section 4, Reports.
 - (3) If Job Placement occurs after the Intake Fee is invoiced and before the Activity Fee Requirements are invoiced, the Contractor shall submit one (1) itemized invoice and two (2) separate reports for:
 - (a) The Activity Fee.
 - (b) The Outcome Fee.
 - (4) If DVR provides and pays for On-the-Job Training (OJT) services to the Employer for the Customer, the fee for:
 - (a) Job Placement services shall be paid upon completion of OJT services.
 - (b) If Job Retention services are authorized by the VRC, Job Retention shall be provided for at least ninety (90) calendar days after Job Retention is authorized and past completion of OJT services.
 - (5) Partial Payments
 - (a) If for reasons outside of the Contractor's control any service is not completed, a partial payment can be approved for up to a maximum of fifty (50%) percent of the authorized Maximum Total Fee.
 - i. Partial payments of up to a maximum of fifty (50%) percent can only be approved by the DVR unit supervisor after review of the Contractor's justification and review of the Customer's file with the VRC.
 - ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment, which cannot exceed fifty (50%) percent of the Maximum

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Total Fee.

- (b) In the event of exceptional circumstances, such as during regional, state, and national emergencies, the DVR Director or the DVR Chief of Field Services may establish temporary reimbursement rates and approval authorities.
 - i. The temporary reimbursement rates established under this section may exceed the partial payment limit in paragraph (a).
 - ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment.

b. IL Consideration

(1) IL Fee Schedule

- (a) IL fees shall be paid according to the IL Fee Schedule, incorporated into this contract by reference and available on DVR's internet page at:
<https://www.dshs.wa.gov/dvr/independent-living-services>.

In the event of inconsistencies between the IL Fee Schedule and the language of this contract regarding IL fee amounts, the IL Fee Schedule takes precedence.

- (b) Any changes to the IL Fee Schedule shall be made available on DVR's internet page and incorporated into this contract by reference, upon their effective date.
- (c) At the Contractor's request, DVR will send the Contractor a copy of the current IL Fee Schedule.

(2) Partial Payments

- (a) If for reasons outside of the Contractor's control an IL Evaluation is not completed, a partial payment can be approved for up to a maximum of fifty (50%) percent of the authorized Maximum Total Fee.
 - i. Partial payments of up to a maximum of fifty (50%) percent can only be approved by the DVR unit supervisor after review of the Contractor's justification and review of the Customer's file with the VRC.
 - ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment, which cannot exceed fifty (50%) percent of the Maximum Total Fee.
- (b) In the event of exceptional circumstances, such as during regional, state, and national emergencies, the DVR Director or the DVR Chief of Field Services may establish temporary reimbursement rates and approval authorities.
 - i. The temporary reimbursement rates established under this section may exceed the partial payment limit in paragraph (a).
 - ii. Any payments made before the partial payment is approved shall be deducted from the

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amount of the partial payment.

c. **Transportation Expenses**

Authorized transportation expenses shall be paid upon receipt of the Contractor's original invoice and written Transportation Expenses report detailing the authorized transportation services being billed for and the client's progress toward successful completion of the Service Delivery Outcome Plan (SDOP) as described in Section 5, Reports.

8. **Billing and Payment.**

- a. **Invoice System.** Within thirty (30) days of completing service delivery, the Contractor shall submit to DVR in accordance with the requirements set forth in Section 4, Statement of Work, of this Contract:
 - (1) A signed original invoice as designated by DSHS/DVR for delivery of completed service(s). Billing rates shall be in accordance with those set forth in Section 4, Statement of Work, of this Contract; and
 - (2) All written report(s) as required in Section 4, Statement of Work, of this Contract for the specific service(s) provided.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DVR of the properly completed invoices and required written reports. Payment shall be sent to the address designated by the Contractor on page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

9. **Investigations of Contractor or Related Personnel**

- a. DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:
 - (1) Result in a conviction for violating a local, state or federal law; or
 - (2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS Customers.
- b. DSHS may also take other lesser action, including, but not limited to, disallowing a staff member, employee, or other individual associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS Customers, until the investigation is concluded and a final determination made by the investigating agency.

10. **Removal of Individuals from Performing Services**

- a. In the event that any of the Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor remove such individual from providing services to DSHS Customers under this Contract.

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- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within twenty-four (24) hours, remove that individual from providing direct services to DSHS Customers. Failure to do so may result in a Corrective Action Plan.

11. Compliance with Corrective Action Plan

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may require that the Contractor establish a Corrective Action Plan. When establishing a Corrective Action Plan, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies identified by DSHS. Contractor's failure to establish or follow an established Corrective Action Plan shall be grounds for termination of this Contract for default.

12. Order of Precedence in DVR Process.

In the event of any inconsistency or conflict between the Terms and Conditions of this Contract and the DVR Service Delivery Outcome Plan (SDOP) and the Authorization for Purchase (AFP), the inconsistency or conflict shall be resolved by giving precedence this Contract in its entirety. Terms or conditions that are more restrictive, specific, or particular than those contained in this Contract shall not be construed as being inconsistent or in conflict.

13. Background Checks.

- a. Prior to performing services under this contract, the Contractor must obtain a criminal background check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Customers. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Customers and may have Unsupervised Access to these individuals.
- b. DVR may, at its discretion, request a background check on any director, board member, or other personnel.
- c. The Contractor shall designate an employee contact and back-up contact who are authorized to process confidential background checks and accept results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit a Background Check Contractor Designated Contacts form, DSHS 17-266, and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Customers.
- d. When an employee, intern, or volunteer of the Contractor receives a background check result of "**NO RECORD**", the Contractor may allow Unsupervised Access to Customers.
- e. When an employee, intern, or volunteer of the Contractor receives a background check result of "**REVIEW REQUIRED**", the Contractor must complete a Character, Competence, and Suitability Assessment (CCSA), DSHS 03-506, to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Customers due to mitigating circumstances.

- (1) The completed CCSA shall be submitted to DVR for review and kept on file with the employee, intern, or volunteer's DSHS background check results.

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- f. When an employee, intern, or volunteer of the Contractor receives a background check result of “**DISQUALIFY**” as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Customers. The list can be found at the following website address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: <https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions>.
- g. DSHS background checks shall be conducted:
 - (1) Anytime a new employee, intern, or volunteer is hired that may have Unsupervised Access to Customers;
 - (2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Customers; or
 - (3) When the Contractor or DVR has reason to believe an employee, intern, or volunteer has committed an offense that may affect the status of his or her Unsupervised Access to Customers.
- h. All background check and related documents shall be retained by the Contractor in accordance with any Maintenance of Records requirements located in the General Terms and Conditions, with the following additional considerations:
 - (1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns or volunteers who are granted Unsupervised Access to Customers, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location separated from personnel files and other less confidential documents. Documents include the person’s name, date of birth, aliases, driver’s license, and social security number, and confidential background information.
 - (2) Results of the online DSHS Background Check System for individuals who were not hired by the Contractor, or existing employees, interns, or volunteers of the Contractor who are denied Unsupervised Access to Customers, because of a disqualifying record, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location. Documents include the person’s name, date of birth, aliases, driver’s license number, and social security number, and confidential background information.

14. Insurance

The Contractor shall obtain and maintain for the duration of the Contract, at Contractor’s expense, the following insurance coverages, and comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. The policy shall include liability arising out of the parties’ performance under this Contract, including but not limited to premises, operations, independent contractors, products-

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completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

- b. In lieu of general liability insurance mentioned in Subsection a. above, if the Contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

- c. Workers' Compensation

The Contractor shall comply with all applicable Workers' Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Workers' Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.

- d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

- e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract. Failure of Subcontractors to comply with the insurance requirements in this Contract does not limit the Contractor's liability or responsibility.

- f. Separation of Insureds

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All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

Contractor waives all rights of subrogation against DSHS for the recovery of damages to the extent such damages are or would be covered by insurance required under the Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits required in this Contract will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability in excess of the required coverage and limits, and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract.

l. Primary Coverage

All Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the State. Insurance or self-insurance programs afforded to or maintained by the State shall be in excess of,

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and shall not contribute with, insurance required of the Contractor and Subcontractors under this Contract.

m. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

n. Liability Cap

Any limitation of liability or liability cap set forth in this Contract shall not preclude DSHS from claiming under any insurance maintained by the Contractor pursuant to this Contract, up to the policy limits.

o. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

p. Professional Liability (errors & omissions)

The Contractor shall maintain insurance of at least \$1,000,000 per occurrence, \$2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

15. Disputes.

When a dispute arises over an issue concerning the terms of this Contract, the following process is used to address the dispute:

- a. The Contractor and DVR shall attempt to resolve the dispute through informal means between the Contractor and the assigned Vocational Rehabilitation Counselor (VRC) and/or Vocational Rehabilitation Supervisor (VRS). For those contracts where a VRC is not assigned, the Contractor shall attempt to resolve the dispute with the contact person identified on the first page of the Contract.
- b. If the Contractor is not satisfied with the outcome of the resolution with the VRC or DSHS contact person, the Contractor may submit a request for review of the disputed issue, in writing, for review within thirty (30) business days of the outcome to:

DVR Director
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340

- c. The Director may appoint a designee to review the disputed issue.

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- d. A request for dispute resolution shall include:
 - (1) Name of the requester;
 - (2) Contractor's name, full address, phone number, and email;
 - (3) Contract number;
 - (4) Description of the issue in dispute;
 - (5) A statement describing the requester's position on the issue in dispute, including any documentation that supports this position; and
 - (6) Steps already taken to resolve the dispute.
- e. The reviewer may request additional supporting documentation from either party to assist in reaching a fair resolution.
- f. The Director shall issue a written decision to the Contractor within thirty (30) business days of receipt of all information relevant to the issue.
- g. The dispute resolution process described above is the sole administrative remedy available under this Contract.

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, 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), 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. **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.

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

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, 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.

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

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

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

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID

and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

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

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**

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

- (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor 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.

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS 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.

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

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

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

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