



**Thurston/Mason County Developmental  
Disabilities  
PROFESSIONAL SERVICES AGREEMENT**

**Contract Number:**

This Professional Services Agreement is entered into in duplicate originals between Thurston County through its Public Health & Social Services Department, Developmental Disabilities Program, hereinafter “County”, and the Contractor identified below, hereinafter “Contractor”.

**PARTIES TO THE AGREEMENT**

**CONTRACTOR**

**COUNTY**

Thurston County through its  
Public Health & Social Services Department  
Developmental Disabilities Program  
412 Lilly Road NE  
Olympia, Washington 98506-5132  
Telephone: 360-867-2597

**TERM OF AGREEMENT:** The term of this Agreement is **July 1, 2023 through June 30, 2024.**

**STATEMENT OF WORK.** Refer to the descriptions in Section 4 and Exhibits **B, C, D, E and F** of this Agreement.

☒ Individual Supported Employment

☒ School-to-Work

☒ Community Inclusion

☒ High School Transition

☒ Job Foundation (Value Based Payment)

**EXHIBITS:** The following exhibits are attached and are incorporated into this Agreement:

Exhibit A, Business Associate Agreement Addendum

Exhibit B, Statement of Work Individual Supported Employment (ISE)

Exhibit C, Statement of Work Community Inclusion (CI)

Exhibit D, School-to-Work Addendum

Exhibit E, High School Transition Addendum

Exhibit F, Job Foundation (Value Based Payment) Project

By their signatures below, the parties agree to the terms and conditions of this Professional Services Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Professional Services Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Professional Services Agreement. The parties hereto acknowledge that the waiver of immunity set out in section 11 was mutually negotiated and specifically agreed to by the parties herein.

**FOR THE CONTRACTOR**

**FOR THE COUNTY**

\_\_\_\_\_  
AGENCY CEO/REPRESENTATIVE

\_\_\_\_\_  
David Bayne, Director  
Public Health & Social Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:  
Rick Peters for Jon Tunheim  
Deputy Prosecuting Attorney

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions**

The words and phrases listed below, as used in this Agreement, shall each have the following definitions.

- 1.1. **Acuity Level** means the level of an individual's abilities and needs as determined through the DDA assessment.
- 1.2. **Agreement (or "Contract")** means this Thurston and Mason Counties Developmental Disabilities Professional Services Agreement and any exhibits and other documents attached or incorporated by reference.
- 1.3. **CFR** means the Code of Federal Regulations. All references in this agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation.
- 1.4. **Client** means a person with a developmental disability as defined in [Chapter 388-823 WAC](#) who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR client.
- 1.5. **Competitive Integrated Employment** means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.
- 1.6. **Confidential Information** means information that is exempt from disclosure to the public or other unauthorized persons under [Chapter 42.56 RCW](#) or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
- 1.7. **County Staff** means the Thurston-Mason County Coordinator for Developmental Disabilities and his/her designees.
- 1.8. **DDA** means the Developmental Disabilities Administration within DSHS.
- 1.9. **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- 1.10. **DSHS** means the Department of Social and Health Services of the state of Washington.
- 1.11. **HCBS** means the Medicaid Home and Community Based Services that occur in a client's home or community rather than institutions or other isolated settings. These programs service a variety of targeted populations groups, such as people with intellectual or developmental disabilities, physical disabilities, and/or mental illnesses.
- 1.12. **Integrated** means typical community settings not designed specifically for individuals with disabilities in which the majority of persons employed and participating are individuals without disabilities, as referenced in [DDA Policy 4.11](#) *County Services for Working Age Adults*.

- 1.13. **PASRR** means Preadmission Screening and Resident Review which is for individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility (NF) care.
- 1.14. **PCSP** means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a client's assessed needs. Formerly referred to as the Individual Support Plan.
- 1.15. **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.
- 1.16. **Quality Assurance** means an adherence to all Program Agreement requirements, including [DDA Policy 6.13](#), *Provider Qualifications for Employment and Day Program Services*, DDA Guiding Values and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.
- 1.17. **Quality Improvement** means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality, and practice.
- 1.18. **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended or replacement statute.
- 1.19. **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

## 2. Purpose

This Professional Services Agreement is entered into between the County and the Contractor in accordance with [Chapter 71A.14 RCW](#). Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

## 3. Client Eligibility

Client eligibility and service referral are the responsibility of Thurston-Mason County Developmental Disabilities in accordance with DDA chapter 388- 823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by the Thurston-Mason County Developmental Disabilities Department shall be eligible for direct client services under this Program Agreement. Client services provided without written authorization from Thurston-Mason County Developmental Disabilities Department are not reimbursable under this Professional Services Agreement.

## 4. References

The Contractor is required to comply with all of the following referenced documents that are incorporated herein by reference in performing services pursuant to this Agreement. [DDA Policy Manual](#) and [County Best Practices](#) are located on the DDA web site. Thurston-Mason County Guidelines are on the [Thurston County Developmental Disabilities](#) website.

DDA Policy Manual:

- 4.11 County Services for Working Age Adults
- 5.01 Background Check Authorizations
- 5.02 Necessary Supplemental Accommodations
- 5.03 Client Complaints
- 5.05 Limited English Proficient (LEP) Clients
- 5.06 Client Rights
- 5.13 Protection from Abuse: Mandatory Reporting
- 5.14 Positive Behavior Support Principles
- 5.15 Restrictive Procedures: Community
- 5.17 Physical Intervention Techniques
- 5.23 Functional Assessments and Positive Behavior Support Plans: Employment & Day Program Services
- 6.08 Incident Management and Mandatory Reporting Requirements for County and County Contracted Providers
- 6.13 Provider Qualifications for Employment and Day Program Services
- 13.04 DRW Access to Client Records Maintained by DDA
- 15.03 Community Protection Standards for Employment Program Services (Revised 7/2019)
- 15.05 Community Protection Program Exit Criteria (Revised 7/2019)

County Best Practices:

- Criteria for Evaluation 2021-2023
- County Guide to Achieve DDA's Guiding Values
- Data Security Best Practices
- DDA Guidelines for Community Assessments within Employment Services
- Employment: Activities, Strategies & Progress / Outcome Measures, FAQ's, Billable Activities
- Community Inclusion: Community Guide and Community Inclusion Guidelines, Billable Activities, FAQ's
- Transition
- Value Based Payment Project

Washington Administrative Code (WAC):

- [WAC 388-06](#) Background/Criminal History Checks
- [WAC 388-823](#) Intake and Eligibility Determination
- [WAC 388-825](#) Service Rules
- [WAC 388-828](#) Assessment
- [WAC 388-845](#)—0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040, 1400-1410, 2100, and 2110 DDA Home and Community Based Services Waivers
- [WAC 388-850](#) County Plan

Code of Federal Regulations:

- [42CFR 441.530 \(a\)\(1\)](#) Home and Community Based Services, Community Based Setting Requirements

Medicaid Home and Community-Based Services (HBCS) Setting Requirements:

- [Regulatory Requirements for Home and Community-Based Services](#)

Revised Code of Washington (RCW):

- [RCW 74.34.020\(14\)](#) Contractor as a Mandated Reporter
- [RCW 74.34.035, 040](#) and [Chapter 26.44](#) Reporting Requirements for Abuse of Vulnerable Adults and Children
- [RCW 43.43.830-845](#) Background Checks-Access to Children or Vulnerable Persons

Thurston-Mason County Guidelines:

Discovery, Assessment, Job Preparation  
Request for Additional Service Hours  
Incident Reporting  
Monthly Billing  
Individual Work and Community Inclusion Plans  
Service Termination  
Rate Schedule

5. **Statement of Work**

The Contractor shall provide the services and staff, and otherwise perform all tasks necessary for or incidental to the performance of work, as set forth below. The Contractor is authorized to provide the following Client Support Services as described in the Statement of Work, a detailed description of the services to be performed by the Contractor, set forth in **Exhibits B, C, D, E and F**, which are attached hereto and incorporated herein by reference:

- 5.1. **Individual Supported Employment** Individual Supported Employment (ISE) services are a part of an individual's pathway to employment and are tailored to individual client needs, interests, abilities and promote career development. These individualized services are necessary to help persons with developmental disabilities obtain and continue employment in an integrated community setting, earning at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job coaching, job supports and record keeping required to maintain a job. Under this agreement, Individualized Technical Assistance (ITA) or Technical Assistance (TA) services may be authorized by the County in collaboration with the Contractor, DDA, and contracted ITA service provider as an additional support for individuals who have not yet achieved their employment goal(s). ITA and/or TA services provide assessment and consultation to the employment provider and/or directly to the client to identify and address existing barriers to employment.
- 5.2. **Community Inclusion** Community Inclusion services (also referred to as "CI" or "Day") are individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized in addition to or instead of employment support for working age individuals who have received at least nine months of employment support. Under this agreement, Individualized Technical Assistance (ITA) or Technical Assistance (TA) services may be authorized by the County in collaboration with the Contractor, DDA, and contracted ITA service provider as an additional support for individuals who have not yet achieved their community inclusion goal(s). ITA and/or TA services provide assessment and consultation to the Community Inclusion provider and/or directly to the client to identify and address existing barriers to Community Inclusion.
- 5.3. **School-to-Work** School-to-Work funded by the County in partnership with the Division of Vocational Rehabilitation (DVR), offers employment-related services for individuals ages 20-21 with developmental disabilities who have a goal of employment upon exiting school and who will require long-term extended services from an entity other than DVR. School-to-Work participants must be actively enrolled in and attending an educational program

(such as a High School Transition or Life Skills program), eligible for services through the Developmental Disabilities Administration (DDA) and also be joint customers of DVR and the Thurston-Mason County Developmental Disabilities program.

- 5.4. **High School Transition** High School Transition services are offered to adult students ages 18-21 with developmental disabilities enrolled in their final years of high school residing in Thurston or Mason County. Services include vocational assessment and planning, job development, on-the-job training and supplemental support services that will result in employment and employment supports upon graduation.
- 5.5. **Job Foundation (Value Based Payment) Project** The Job Foundation Project provides employment readiness services and development of the Job Foundation Report for individuals ages 19-20 with developmental disabilities. Participants in the Job Foundation Project must be currently enrolled in an educational program and an active client of the Developmental Disabilities Administration (DDA). This program intends to engage students earlier in targeted employment planning to increase the number of students completing transition programs with a job or secondary education connections.
- 5.6. All services provided by the Contractor must adhere to the [Medicaid Regulatory Requirements for Home and Community-Based Settings](#) and Federal Register regulations as defined by [42CFR 441.530\(a\)\(1\)](#) based on the needs of the individual as indicated in their person-centered service plan and meet the following criteria:
  - 5.6.1. All service settings are integrated in and support full access of individuals receiving Medicaid HCBS to the greater community, including opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources and receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS.
  - 5.6.2. All services provided ensure an individual's rights of privacy, dignity, and respect with freedom from coercion and restraint.
  - 5.6.3. All services provided optimize, but do not regiment, individual initiative, autonomy, and independence in making life choices, including but not limited to activities, physical environment and with whom to interact.
  - 5.6.4. All services facilitate individual choice regarding individualized services and supports and who provides them.
- 5.7. The Contractor shall work in cooperation with the County to act in accordance with [WAC 388-845](#) and monitor individual client monthly service limits for client support services for Employment and Day programs.
- 5.8. All clients shall have access to the resources available through Division of Vocational Rehabilitation (DVR). When developing employment work plans under this Agreement, the Contractor shall research and utilize resources available through DVR, Social Security Work Incentive Programs, and other alternate resources as appropriate.
- 5.9. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, labor, or facilities will be furnished by the County.
- 5.10. The Contractor shall perform according to standard industry practice of the work specified by this Agreement.



- 5.11. Time is of the essence in the performance of this Agreement. The Contractor shall complete its work no later than the Agreement termination date and in accordance with the schedule agreed to by the parties.
- 5.12. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

## 6. Credentials and Minimum Requirements:

- 6.1. **Qualified Service Provider** The Contractor assures that it possesses the necessary expertise, knowledge, training, skills, and has the necessary licenses and/or certifications to perform the services set forth in this Agreement, including qualifications as outlined in [DDA Policy 6.13](#), *Provider Qualifications for Employment and Day Program Services*. The Contractor also possesses evidence of and is in compliance with applicable policies and procedures contained in DDA's [Criteria for Evaluation](#), as well as documentation indicating the Contractor has adequate internal control systems and appropriate fiscal safeguards and budgetary oversight mechanisms. The County's Service Evaluation System shall serve as the method by which current providers demonstrate that they continue to be qualified providers. The County may implement a provisional contract status if a determination is made that the agency is out of compliance with the requirements outlined in this Agreement. The County may restrict new referrals under provisional status.
- 6.2. **Compliance with Applicable Law** At all times during the term of this Agreement, the Contractor shall comply with all applicable federal, state and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations and the Health Insurance Portability and Accountability Act of 1996 ([HIPAA](#)).
- 6.3. **Service Provider Training** The Contractor shall develop and implement an employee training plan that meets the requirements described below, addresses ongoing training needs, and includes a regular review of DDA and County policies. Trainings and reviews will be documented and verified via signatures which may include staff members, the client, client's family, guardian, NSA or advocate as needed.
- 6.3.1. **Prior to working with clients unsupervised** employees must have knowledge of and receive training in the following areas as outlined in the [DDA Policy Manual](#):
- Client Confidentiality
  - Current individual work and/or support plans for each client with whom the employee works
  - [DDA Policy 4.11](#), *County Services for Working Age Adults*
  - [DDA Policy 5.02](#), *Necessary Supplemental Accommodations*
  - [DDA Policy 5.03](#), *Client Complaints*
  - [DDA Policy 5.06](#), *Client Rights*
  - [DDA Policy 5.14](#), *Positive Behavior Support for Adults*
  - [DDA Policy 6.08](#), *Incident Management and Reporting Requirements for County and County Contracted Providers*

- i. Current First Aid and CPR certification and Blood Borne Pathogen training
  - j. [DDA Policy 15.03](#), *Community Protection Standards for Employment and Day Program Services*, as applicable
  - k. Thurston-Mason County Developmental Disabilities Procedures and Guidelines: *Incident Reporting*
  - l. Exhibits **B, C, D, E, and F**, *Statement of Work*, as applicable
- 6.3.2. **Within one (1) month of employment** employees must have received training in the following:
- a. [DDA Policy 5.14](#), *Positive Behavior Support for Adults*
  - b. [DDA Policy 5.15](#), *Restrictive Procedures*
  - c. [DDA Policy 5.17](#), *Physical Intervention Techniques*
  - d. [DDA Policy 5.23](#), *Functional Assessments and Positive Behavior Support Plans: Employment and Day*
- 6.3.3. **Annually** employees must review the following:
- a. Client Confidentiality
  - b. [DDA Policy 4.11](#), *County Services for Working Age Adults*
  - c. [DDA Policy 5.03](#), *Client Complaints*
  - d. [DDA Policy 5.06](#), *Client Rights*
  - e. [DDA Policy 5.15](#), *Restrictive Procedures*
  - f. [DDA Policy 5.14](#), *Positive Behavior Support for Adults*
  - g. [DDA Policy 5.17](#), *Physical Intervention Techniques*
  - h. [DDA Policy 5.23](#), *Functional Assessments and Positive Behavior Support Plans*
  - i. [DDA Policy 6.08](#), *Incident Management and Reporting Requirements for County and County Contracted Providers*
  - j. [DDA Policy 15.03](#), *Community Protection Standards for Employment and Day Programs*, as applicable
  - k. Thurston-Mason County Developmental Disabilities Guideline: *Incident Reporting*
  - l. Exhibits **B, C, D, E and F**, *Statement of Work*, as applicable
  - m. The Contractor's policies and procedures regarding: 1) client rights, 2) services and benefits to be expected from the Contractor, and 3) the Contractor's expectations of the client in accordance with [DDA Policy 5.06](#).
  - n. Emergency Preparedness Plan (as outlined in Section 6.15 of this Provider Agreement)

6.4. **Fiscal management and oversight** The Contractor shall safeguard public funds including maintaining books, records, documents, and other materials relevant to the provision of goods and services. Documents used to verify compliance may include but are not limited to employee training records, Contractor's written policies, client and program records,



personnel records, client earning records, employee timesheets and calendars, attendance records, newsletters, board roster, board minutes, program announcements, and emergency preparedness plans.

- 6.5. **Establish and maintain adequate internal control system** The Contractor shall establish and maintain adequate internal control systems, including the maintenance of written policy/procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.
- 6.6. **Background/Criminal History Check and Fingerprinting Requirements** The Contractor shall verify background/criminal history clearance for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with [RCW 43.43.830-845](#), [RCW 74.15.030](#) and [Title 388 WAC](#) as part of the hiring process and every three years thereafter. Any new employee or staff that has lived outside the state for the past 36 months must also submit the New Hire Background Check for Fingerprints through the [DSHS Background Check System](#) (BCS). If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter [74.34 RCW](#), the County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be used to obtain verification of a background clearance. In addition, the Contractor shall have in place a system to ensure all background/criminal history clearance results are checked by someone other than the employee, subcontractor, intern and/or volunteer for whom it was submitted.
- 6.7. **Debarment Certification** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters. The Contractor is responsible to verify that they are not debarred monthly by submitting all deliverables described in this section and throughout the Contract in a timely manner.
- 6.7.1. Contractor shall submit an Employee Roster quarterly for the purpose of monitoring excluded providers, which must include employees' first name, last name, and date of birth. The Roster shall be submitted electronically. The Roster shall include any individuals/entities with a direct or indirect ownership or control interest of 5% or more, including, but not limited to:
- a. Providers that furnish Employment and Day Services, to include supervisory employees even if they don't provide direct service; Individuals directly or indirectly conducting day-to-day operations; Employees who exercise operational or managerial control (e.g. CEO, general manager, business manager, accountant, administrator, or director); Any other employee, consultant or subcontractor that provides items or services significant or material to the Contractor's obligations under this Agreement with the County; Board members, Interns, and Volunteers.
- 6.7.2. The County may require the Contractor to submit additional employee information if there is a possible name match between the Employee Roster and the [Office of Inspector General \(OIG\) Excluded Provider database](#). Additional

information may include, but is not limited to; middle name, address, and type of license and/or specialty.

- 6.8. **Qualified Board Members** The Contractor, if it uses an advisory or governing board, shall include members knowledgeable about developmental disabilities and the [DDA Guiding Values](#). No board member shall have a contract with the County to provide Training, Community Information Activities, and/or Consumer Support as defined in this Agreement. The Contractor shall assure that board members understand their roles and responsibilities as a member of the board and that potential conflicts of interest will not arise.
- 6.9. **Home and Community Based Waiver Services Assignment of Medicaid Billing Rights** The Health Care Authority (HCA), as the single state Medicaid Agency, has administrative authority for [Title XIX coverage per 42 CFR 431.10](#). DSHS is the operating agency for the Home and Community Based Waivers of services for people with developmental disabilities. The Contractor only has responsibility for services covered in this Agreement. The Contractor shall assign to DDA its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this Agreement and shall provide written documentation of the assignment to DSHS or the County upon request.
- 6.10. **Reporting Abuse and Neglect** The Contractor, including its administration, staff and any volunteers, is a mandated reporter as defined under [RCW 74.34.020\(14\)](#), and must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 RCW. If the County is notified by DSHS that an employee, officer, or agent of the Contractor has been cited or is on the registry for a substantiated finding, the employee, officer or agent will be prohibited from providing services under this Agreement.
- 6.10.1. The Contractor shall promptly report to the County and DSHS per DDA Policy 5.13 *Protection from Abuse*, and DDA Policy 6.08, *Incident Management and Reporting Requirements for County and County Contracted Providers* if: there is reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined by [RCW 74.34.020](#)) of a person who has a developmental disability (as defined in [RCW 71A.10.020](#)) has occurred. If the Contractor has reason to suspect that sexual or physical assault of such a person has occurred, the Contractor shall also immediately report to the appropriate law enforcement agency.
- 6.10.2. If the client is the suspected or alleged perpetrator of abandonment, abuse, financial exploitation, neglect, or physical or sexual assault as defined by RCW 74.34.020, the Contractor shall immediately report the alleged incident to the County, DDA, Adult Protective Services, and/or Law Enforcement in accordance with DDA Policy 5.13 and DDA Policy 6.08.
- 6.11. **Incident Reporting** The Contractor is required to report, track, and analyze serious and emergent incidents harming and/or threatening the health and safety of DDA clients in accordance with the [Thurston-Mason County Incident Reporting Guidelines](#).
- 6.12. **Service Collaboration** The Contractor, in collaboration with the County and DDA shall:
- 6.12.1. Provide information and assistance regarding individuals who are being considered for a change in their waiver status.
- 6.12.2. Immediately communicate concerns and questions related to client referrals for service to expedite funding decisions and service authorizations.

- 6.12.3. Communicate significant client status changes in a timely manner to the County and DDA. Examples of significant client status changes include moving or traveling out of local service areas for extended periods of time or electing not to participate in services (in accordance with [WAC 388-845-0110](#), Waiver Service Limitations) or client hospitalization or entrance into a residential/institutional care facility (in accordance with [WAC 388-845-0060](#)).
  - 6.12.4. Document services in case notes and County Individual Work Plans in accordance with each individual's Person-Centered Service Plan and provide information as part of the development of each client's PCSP.
  - 6.12.5. Provide information and assistance when an individual is requesting to end or change services.
  - 6.12.6. Provide information and assistance regarding any potential service level changes not documented in the individual's PCSP prior to changing or adjusting services.
- 6.13. **On-site Evaluation** The County will evaluate, and review services delivered to reasonably assure compliance and quality. The County may conduct at least one on-site visit during the period of this Agreement. The County will document all evaluations, recommendations, and corrective action. The Contractor shall take the actions necessary to carry out the recommendations and corrective actions, maintain compliance with this Agreement and retain copies of the documentation provided by the County. If the Contractor fails to correct identified issues or is determined to be out of compliance with this Agreement, the County may impose a provisional contract status or terminate the Agreement.
- 6.14. **DSHS/DRW Access Agreement** [The Disability Rights of Washington \(DRW\) February 27, 2001 Access Agreement with DDA](#) is incorporated by reference. The Contractor acknowledges that it has reviewed the Access Agreement. The Access Agreement covers DRW's access to individuals with developmental disabilities, clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, other miscellaneous matters, and is binding on all providers of DDA contracted services.
- 6.15. **Emergency Preparedness Plan** The Contractor shall have in place an emergency plan that includes, at a minimum, staff roles and responsibilities, contact information, and procedures during an emergency/disaster. The Contractor shall have an easily accessible, detailed description of each client's personal emergency contact information, medical conditions (medication, diet restrictions, allergies, etc.), worksite emergency plan, and documentation of client support needs and identification of who will provide the supports in the event of an emergency. Agencies will review this plan annually with the client, employer, and other entities as applicable. Dated documentation will be included in the client file.
- 6.16. **Treatment of Client Property** The Contractor shall ensure that any adult client receiving services under this Agreement has unrestricted access to their personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. Upon termination or completion of the Agreement, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate and effective service delivery (for example, appropriately restricting client's access to, or possession or use of, lawful or unlawful weapons and drugs).

## 7. Approval of Fees, Billing and Payment

- 7.1. **Approval of Fees** The Contractor shall not charge rates or fees for services provided in excess of those approved by the County. The level of services provided shall align with a client's demonstrated need, acuity and service level as stated in their PCSP. The County shall collaborate with DDA to approve fees/rates and allocation amounts. In collaboration with the Contractor, the County reserves the right to adjust rates in order to pay for services within service allocation amounts contained in the DSHS/DDA contract with the County.
- 7.2. **Client Eligibility** Client eligibility and service referral are the responsibility of DDA pursuant to Chapter 388-823 WAC ([Eligibility](#)) and Chapter 388-825 WAC ([Service Rules](#)). Only persons referred by DDA shall be eligible for direct client support services under this Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct client support services provided without authorization are not reimbursable under this Agreement.
- 7.3. **Number of People Served** The number of County Service Authorizations accepted by the Contractor determines the number of people served and available funding. The number of people served and funding availability will fluctuate as people enter and/or leave the Contractor's service over the Agreement period.
- 7.4. **Payment for Service**
- 7.4.1. **Individual Supported Employment and Community Inclusion Services defined in Exhibits B and C, Statement of Work** The County shall pay the Contractor monthly for services delivered to individuals who have an open County Service Authorization and that are invoiced using the Case Management Information System (CMIS) Monthly Billing format. Reimbursement for individual client support services shall not exceed monthly maximum hours for each client served as authorized on the original County Service Authorization or subsequent Allocation Adjustment documentation. As needed and prior to expenditure, adjustments to monthly maximum hours/PCSP allocation amounts shall be requested by the Contractor using the County approved Request for Additional Service Hours form. Furthermore, payments shall not exceed the Contractor's actual reimbursable cost for the service.
- 7.4.2. **School-to-Work Services as defined in Exhibit D, Statement of Work** The County shall pay the Contractor monthly for services delivered to individuals who have an open School-to-Work County Service Authorization. Reimbursement for individual client support services not to exceed maximum monthly amounts, based on client's activity phase as described in detail in Exhibit D. To receive payment for School-to-Work services, the Contractor must submit: 1. A monthly School-to-Work Report on approved County reporting form, 2. A completed Service Delivery Outcome Report (SDOR) on approved DVR reporting form when a client has completed an internship/assessment and/or when the client achieves job stabilization as defined by DVR, and 3. A monthly invoice to the County for each DVR/County Customer. Payment shall be made when DVR and the County have received all required reports and requested documentation from the Contractor.
- 7.4.3. **High School Transition Services as defined in Exhibit E, Statement of Work** The County shall pay the Contractor monthly for services delivered to individuals who have an open High School Transition County Service Authorization. Reimbursement for individual client support services shall not to exceed maximum monthly amounts, based on client's activity phase as described in detail in Exhibit E. To receive payment, the Contractor must submit: 1. A

monthly High School Transition Service Report on approved County form, 2. A completed Service Delivery Outcome Report (SDOR) on approved reporting form when a client has completed an internship/assessment and/or when the client achieves job stabilization, and 3. A monthly invoice to the County for each County High School Transition customer. Payment shall be made when the County has received all required reports and requested documentation from the Contractor.

- 7.4.4. **Job Foundation (Value Based Payment) Project as defined in Exhibit F, Statement of Work** The County shall pay the Contractor a lump sum of **\$2,400.00** for successful completion of and County and DDA acceptance/approval of each Job Foundation Report that has been graded “Satisfactory” or higher by the County, according to DDA’s Job Foundations Quality Review Tool, found on [DDA’s County Best Practices](#) website.

- 7.5. **Allowable Costs** The County shall pay the Contractor only for allowable costs in compliance with [RCW 43.09.200](#), the most recently published Budgeting and Accounting and Reporting System (BARS) manual, [DDA’s Employment Phases and Billable Activities](#), and [DDA’s Community Inclusion Billable Activities](#). To be allowable, costs must be (a) reasonable, (b) allocable to the government sponsored activities, (c) treated in conformance with any specific limitations, conditions or exclusions prescribed in the applicable cost principles, and (d) treated consistently (i.e., assigned to benefiting activities in a consistent manner).

- 7.6. **Monthly Invoices with Documentation** All requests for reimbursement by the Contractor for performance hereunder must be submitted on a County approved invoice with attached County provided CMIS spreadsheet. The Contractor may submit a combined claim for all programs/services covered by this Agreement, provided the claim for each individual is separately identified. Separate identification occurs on the CMIS spreadsheet by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

- 7.6.1. An "Hour" is at least fifty (50) minutes of client service. Partial hours, to the quarter (15 minutes), may be recorded.
- 7.6.2. Contractor will complete CMIS documentation in compliance with Thurston-Mason Guidelines: Monthly Billing, including the “Monthly Client Service Update” document.

- 7.7. **Timelines and Modifications to Billing** All initial invoices with documentation must be received within ten (10) calendar days following the last day of the month in which the service is provided. If an invoice or required documentation is incorrect, it may be returned to the Contractor. The Contractor can expect to receive payment from a correct invoice and documentation within thirty (30) days from time of receipt and approval by the County. The Contractor must also ensure that all requests for reimbursement have documented evidence of service hours provided (such as case notes). If such documentation cannot be produced upon request by the County, those service hours will not be reimbursed.

## 8. Accounting and Reporting

- 8.1. **Annual Program Budget** The Contractor shall provide the County with revenue and expenditure information within 60 days of execution of this Agreement. Information shall be specific to each program provided under this Agreement and include the Contractor’s projected and actual revenues and expenditures from the previous year and the anticipated



revenue and expenditures for the current year. Expenditure detail shall include employee salaries, wages and FTE detail, and relate to allowable expenditures as prescribed in the Budgeting Accounting and Reporting System ([BARS](#)).

- 8.2. **Annual Audit** An annual audit or review of financial statements performed by an outside independent Certified Public Accountant is required for Contractors receiving over \$100,000 for the delivery of services set forth in this Agreement. A copy of the annual audit shall be submitted to Thurston-Mason County Developmental Disabilities within 9 months of the close of this Agreement or upon receipt of the audit report by the Contractor.
- 8.3. **Payment Standard** The Contractor shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of the County. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Agreement or supporting exhibits or attachments incorporated by reference into this Agreement.
- 8.4. **Alternate Funding** Contractor ensures that all clients pursue DVR funding as a resource prior to accessing County funding. Client support services shall not be reimbursed under this Agreement when the same services are paid for under the [Rehabilitation Act of 1973 \(DVR\)](#), [P.L. 94-142 \(Public Education\)](#) or any other source of public or private funding.
  - 8.4.1. **Notification of DVR Status** The Contractor shall notify the County when a client for whom they are providing support services is also a client of DVR.
  - 8.4.2. **Notification of Contractor Status** The Contractor shall notify the County within 24 hours if DVR declines to work with a Contractor or any of their employees.
  - 8.4.3. Clients shall be assisted in accessing DVR services per the DDA/DVR Memorandum of Understanding (MOU).
- 8.5. **Payment Withholding Due to Non-Performance** In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and such failure has not been cured within ten (10) business days following notice from the County, then the County may, in its sole discretion, upon written notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.
- 8.6. **Allowable Payment Period** Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Contractor shall not be paid for any billing or invoices presented for payment prior to the execution of this Agreement or after its termination.
- 8.7. **Recovery of Fees** If the Contractor bills and is paid fees for services that the County later finds were (a) not delivered or (b) not delivered in accordance with Agreement standards, the Contractor shall reimburse those funds to the County.

## 9. Information System Security and Protection of Personal Information

- 9.1. **Definitions** The words and phrases listed below, as used in this Section 7, shall each have the following definitions:
  - 9.1.1. **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>)

- 9.1.2. **Authorized User(s)** means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
- 9.1.3. **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 HIPPA requirements and provides obligations for business associates to safeguard the information.
- 9.1.4. **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 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 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's [Publication 1075](#); 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](#).
- 9.1.5. **Cloud** means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.
- 9.1.6. **Encrypt** means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate, or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- 9.1.7. **FedRAMP** means the Federal Risk and Authorization Management Program ([www.fedramp.gov](http://www.fedramp.gov)) which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- 9.1.8. **Hardened Password** means a string of at least eight characters containing at least three of the four-character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- 9.1.9. **Mobile Device** means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as an iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- 9.1.10. **Multifactor 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.

9.1.11. **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, tablet, and laptops. Mobile Device is a subset of Portable Device.

9.1.12. **Portable Media** means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CD's or DVD's), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

9.1.13. **Secure Area** means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through the 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.

9.1.14. **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.

9.1.15. **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 usage of State of Washington Secure Email Portal, 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.

9.1.16. **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.

9.2. **Confidentiality and Confidential Information** The parties shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Agreement for any purpose that is not directly connected with the performance of the services contemplated there under, except: As provided by law; or, in the case of Personal Information, as provided by law or with the prior written consent of the person or representative of the person who is the subject of the Personal Information. The parties

shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification, or loss. This duty requires the parties to employ measures and policies to be described in section 7, Information System Security and Protection of Personal Information. All Contractors and Subcontractors must:

- 9.2.1. Ensure the security of Confidential Information.
  - 9.2.2. Use a trusted network.
  - 9.2.3. Ensure that portable devices and portable media containing confidential DSHS information, including but not limited to laptops and flash memory drives, are under the physical control of staff with authorized access to the data, even if the data is encrypted, when transporting data outside of a secure area. This also applies to emails and/or email attachments.
  - 9.2.4. Encrypt all DSHS confidential information when transporting data outside of a secure area.
- 9.3. **Authority** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshsclient-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
- 9.4. **Administrative Controls** The Contractor must have the following controls in place:
- 9.4.1. 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.
  - 9.4.2. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 data.
  - 9.4.3. 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 data.
- 9.5. **Authorization, Authentication, and Access** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
- 9.5.1. Ensure use of Multi-factor Authentication to connect from the external end point to the internal end point.
  - 9.5.2. Have documented policies and procedures governing access to systems with the shared Data.
  - 9.5.3. Restrict access through administrative, physical, and technical controls to authorized staff.
  - 9.5.4. Ensure that the user accounts are unique and that any given user account logon ID and password combination is known only to the one employee for whom that account is assigned. For purpose 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.
  - 9.5.5. Ensure that only authorized users are capable of accessing the Data.

- 9.5.6. Ensure that an employee's access to the Data is removed immediately:
- a. Upon suspected compromise of the user credentials
  - b. When their employment or the contract under which the Data is made available to them is terminated
  - c. When they no longer need access to the Data to fulfill the requirements of the contract.
- 9.5.7. Have process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- 9.5.8. 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:
- a. A minimum length of 8 characters with at least 3 of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  - b. That a password does not contain a user's name, logon ID, or any form of their full name.
  - c. 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.
  - d. That passwords are significantly different from the previous 4 passwords. Passwords that increment by simply adding a number are not considered significantly different.
- 9.5.9. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside of the Contractor's network), mitigate risk, and enforce password and logon requirements for users by employing measures including:
- a. Ensuring mitigations applied to the system don't allow end-user modification.
  - b. Not allowing the use of dial-up connections.
  - c. Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  - d. 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.
  - e. Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  - f. Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
  - g. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as biometric (fingerprint, facial recognition, iris scan, etc.) or token (software, hardware, smart card, etc.) in that case:

- i. The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor.
  - ii. Must not be comprised of all the same letter or number (i.e. 1111, etc.).
  - iii. Must not contain a “run” of 3 or more consecutive numbers (i.e. 1234, etc.).
- h. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
  - i. Be a minimum of six alphanumeric characters.
  - ii. Contain at least three unique character classes (i.e. upper, lower case, number).
  - iii. Not contain more than a three consecutive character run (i.e. 1234 or abc123).
- i. Render the device unusable after a maximum of 10 failed logon attempts.

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

- 9.6.1. **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.
- 9.6.2. **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/County Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in sub section 7.11 Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
- 9.6.3. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS/County on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for contracted purposes, such discs must be locked in a drawer, cabinet, or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- 9.6.4. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS/County on optical discs which will be attached to network

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

- 9.6.5. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a secure area and/or locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 9.6.6. **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). Contractor will notify the County 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 Agreement.
- 9.6.7. **Data storage on portable devices or media.** Except where otherwise specified herein, DSHS/County Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of this Agreement. If so authorized, the Data shall be given the following protections:
  - a. 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.
  - b. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as 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.
- 9.6.8. Apply administrative and physical security controls to Portable Devices and Portable Media by:
  - a. Keeping them in a Secure Area when not in use
  - b. Using check-in/check-out procedures when they are shared and
  - c. Taking frequent inventories.
- 9.6.9. When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS/County Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

## 9.7. Data stored for backup purposes



- 9.7.1. DSHS/County Confidential Information/Data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS/County Confidential Information/Data still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in subsection 7.11 Data Disposition.
- 9.7.2. DSHS/County Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of 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 Section. If this media is retired while DSHS/County Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in subsection 7.11 Data Disposition.
- 9.8. **Cloud Storage.** DSHS/County Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS, the County, nor the Contractor have control of the environment in which the Data is stored. For this reason:
- 9.8.1. DSHS/County Data will not be stored on any consumer grade Cloud solution, unless all of the following conditions are met:
- a. Contractor has written procedures in place governing the use of the Cloud storage and the 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
    - i. The Data will remain encrypted at all times while residing within the Cloud storage solution.
    - ii. The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or the County and DSHS.
    - iii. The Data will not be downloaded to non-authorized systems, meaning systems that are not either the County, DSHS or Contractor networks.
    - iv. The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the County, DSHS, or Contractor's network.
- 9.8.2. 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
- 9.8.3. If the Data includes protected health information (PHI) covered by HIPPA, the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

9.9. **System Protection.** To prevent compromise of systems which contain DSHS/County Data or through which that Data passes:

- 9.9.1. Systems containing DSHS/County Data must have all security patches or hotfixes applied within 3 months of being made available.
- 9.9.2. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- 9.9.3. Systems containing DSHS/County Data shall have an Anti-Malware application installed.
- 9.9.4. 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.

9.10. **Data Segregation**

- 9.10.1. DSHS/County Data must be segregated or otherwise distinguishable from non-DSHS/County data. This is to ensure that when no longer needed by the Contractor, all DSHS/County 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.
- 9.10.2. DSHS/County Data will be kept on media (i.e. hard disk, optical disc, tape, etc.) which will contain no non-DSHS/County Data and/or
- 9.10.3. DSHS/County Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS/County Data and/or,
- 9.10.4. DSHS/County Data will be stored in a database which will contain no non-DSHS/County data and/or,
- 9.10.5. DSHS/County Data will be stored within a database and will be distinguishable from non-DSHS/County data by the value of a specific field or fields within database records.
- 9.10.6. When stored as physical paper documents, DSHS/County Data will be physically segregated from non- DSHS/County data in a drawer, folder, or other container.
- 9.10.7. When it is not feasible or practical to segregate DSHS/County Data from non-DSHS/County data, then both the DSHS/County Data and the non-DSHS/County data with which it is commingled must be protected as described in this Section.

9.11. **Data Disposition.** When the Agreement work has been completed or when the Data is no longer needed, except as noted in subsection 7.6.2 above, Data shall be returned to DSHS/County or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
<b>Server or workstation hard disks,</b>  <b>or</b>  <b>Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs</b>	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
<b>Paper documents with sensitive or Confidential Information</b>	Recycling through a contracted firm provided the contract with the recycler specifies that the confidentiality of Data will be protected, and the information destroyed through the process.
<b>Paper documents containing Confidential Information requiring special handling (e.g. protected health information)</b>	On-site shredding, pulping, or incineration
<b>Optical discs (e.g. CDs or DVDs)</b>	Incineration, shredding, or completely defacing the readable surface with a course abrasive
<b>Magnetic tape</b>	Degaussing, incinerating or crosscut shredding

9.12. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS/County shared Data must be reported to the County and 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 notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or by DSHS/County.

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

9.14. **Breach of Section 9. Information System Security and Protection of Personal Information:** Any breach of this Section may result in termination of the Agreement and the demand for return of all records in connection with this Agreement. The Contractor agrees to indemnify and hold harmless Thurston and Mason Counties and the state of Washington for any damages related to the Contractor's unauthorized use or disclosure of personal information.

## 10. Amendments and Changes in Work

10.1. In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

10.2. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written Agreement Amendment, signed by an authorized representative of each party. Work under an Agreement Amendment shall not proceed until the Agreement Amendment is duly executed by the County.

## 11. Hold Harmless and Indemnification

11.1. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the State of Washington and Thurston and Mason Counties, their elected and appointed officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which (1) are caused in whole or in part by any

act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) are directly or indirectly arising out of, resulting from, or in connection with the performance or failure to perform under this Agreement. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

- 11.2. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, [Title 51 RCW](#), or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Agreement comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
- 11.3. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all Claims.
- 11.4. In the event the Contractor enters into subcontracts if authorized under this Agreement, the Contractor's subcontractors in any tier shall indemnify the state of Washington and Thurston and Mason Counties on a basis equal to or exceeding the Contractor's indemnity obligations to the state of Washington and Thurston and Mason Counties.
- 11.5. The Contractor agrees all Contractor's hold harmless and indemnity obligations shall survive the completion, expiration or termination of this Agreement.

## 12. Third Party Claims Handling

- 12.1. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading, or notice issued in any lawsuit or Claim.
- 12.2. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.
- 12.3. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Agreement.

- 12.4. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit and shall provide one another all available information concerning the Claim.

### 13. Insurance

#### 13.1. Contractor shall provide evidence of

13.1.1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate. If a Contractor provides services to Community Protection clients, the general aggregate limit shall be no less than \$3,000,000. Coverage must include employer’s liability limits of no less than \$1,000,000 per accident for all covered losses.

- a. The Contractor shall provide Commercial General Liability coverage which does not exclude any activity to be performed in the fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverages is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- b. The Contractor’s Commercial General Liability insurance shall include the County, its officers, officials, employees, and agents as additional insureds with respect to performance of services and shall contain no specific limitations on the scope of protection afforded to the County as additional insured.
- c. The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. An acceptable form of evidence is endorsement pages of the policy showing the County as additional insured.
- d. If the Contractor’s liability coverage is written as claims made policy, then the Contract must evidence the purchase of an extended report period or “tail” coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- e. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
- f. The policy shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer’s liability.

13.1.2. **Workers’ Compensation (Industrial Insurance).** Contractor shall maintain workers’ compensation insurance as required by [Title 51 RCW](#), and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division. Alternatively, the Contractor shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation. Contractor domiciled out of state shall maintain

coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.

- 13.1.3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- 13.1.4. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the state of Washington and Thurston and Mason Counties for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Agreement. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.
- 13.1.5. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than \$1,000,000 per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement.
- The coverage shall apply to liability for a professional error; act or omission arising out of the scope of the Contractor's services defined in this Contract. Coverage shall not exclude bodily injury or property damage.
- 13.1.6. If the Contractor is a government entity obtaining liability insurance, with equivalent coverage as required in subsections 11.1.1 and 11.1.3 through 11.1.5, obtained through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

## 13.2. **Other Insurance Requirements**

- 13.2.1. The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County and its elected and appointed officers, official, employees and agents.
- 13.2.2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents, or volunteers.
- 13.2.3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 13.2.4. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All



coverage for subcontractors shall be subject to all of the requirements stated herein.

- 13.2.5. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- 13.2.6. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- 13.2.7. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- 13.2.8. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.
- 13.2.9. All coverage types and limits required are subject to approval, modification, and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- 13.2.10. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- 13.2.11. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- 13.2.12. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

### **13.3. Verification of Coverage and Acceptability of Insurers**

- 13.3.1. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the

requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.

- 13.3.2. Certificates of Insurance shall show the Certificate Holder as Thurston/Mason County Developmental Disabilities and include c/o the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- 13.3.3. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to the County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by the County shall be charged to and promptly paid by the Contractor or deducted from sums due to the Contractor.
- 13.3.4. The Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- 13.3.5. The Contractor shall furnish the County with properly executed certificate of insurance or signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at minimum, list limits of liability coverage. The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.
- 13.3.6. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract to the Thurston County Risk Management Division.
- 13.3.7. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:

ATTN: Risk Analyst  
Human Resources  
3000 Pacific Ave SE  
Olympia, WA 98501

#### **14. Termination**

- 14.1. The County may terminate this Agreement for convenience in whole or in part whenever the County, in its sole discretion determines that such termination is in the best interest of the County. The County may terminate this Agreement upon giving thirty (30) calendar days written notice by certified mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the termination date specified in the notice. Payment shall be made in accordance with Section 7 of this Agreement.
- 14.2. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to normal completion or DSHS disapproves Contractor as a subcontractor under the County Program Agreement, the County may elect to suspend or terminate this Agreement in whole or in part, as a termination for convenience with a ten day calendar notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date

specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Agreement are allowable.

- 14.3. Notwithstanding any provision to the contrary, funding under this Agreement beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Agreement. Should such an appropriation not be approved, this Agreement shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement after the date of termination.
- 14.4. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 6 of this Agreement. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.
- 14.5. The Contractor may terminate this Agreement for convenience in whole or in part whenever the Contractor, in its sole discretion determines that such termination is in the best interest of the Contractor. The Contractor may terminate this Agreement upon giving thirty (30) calendar days written notice by certified mail to the County, DVR, DDA, and to all clients currently receiving services from the Contractor. The Contractor agrees to return all confidential client data to the County or dispose of all confidential client data in accordance with the data disposition policies outlined in Section 9 and in Exhibit A of this Agreement. The Contractor shall provide verification in writing that all confidential client data has been properly disposed or returned to the County. In the event of termination of the Agreement at the Contractor's request, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the termination date specified in the notice. Payment shall be made in accordance with Section 7 of this Agreement.

## **15. Assignment, Delegation and Subcontracting**

- 15.1. The Contractor shall perform the terms of the Agreement using only its bona fide employees or agents who have the qualifications to perform under this Agreement. The obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm, with the exception of Technical Assistance Providers, without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Agreement.
- 15.2. The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **16. Non-Waiver of Rights**

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

## **17. Independent Contractor**

- 17.1. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set forth in this Agreement.
- 17.2. The Contractor acknowledges that the method for compensation for this Agreement is set forth in Section 6, Approval of Fees, Billing and Payment, of this Agreement and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.
- 17.3. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.
- 17.4. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Agreement.
- 17.5. The Contractor agrees to immediately remove any of its employees, representatives, or agents from assignment to perform services under this Agreement upon receipt of a written request to do so from the County's representative or designee.

## **18. Inspection of Books and Records and Retention**

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Agreement. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Agreement. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement, or other arrangement under which any other persons or entity may perform work under this Agreement. The Contractor shall keep all books and records required by this Agreement for six years after termination or expiration of this Agreement. This Section shall survive the termination or expiration of this Agreement. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

## **19. Nondiscrimination**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

## **20. Ownership of Materials/Work Produced**

Material produced in the performance of the work under this Agreement shall be “work made for hire” as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor and is not “work made for hire”; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the job using the software or program and version specified by the County.

## **21. Disputes**

Differences between the Contractor and the County, arising under and by virtue of this Agreement, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, or other appropriate action can be promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County’s Contract representative or designee. All rulings, orders, instructions, and decisions of the County’s Contract representative shall be final and conclusive, subject to the Contractor’s right to seek judicial relief pursuant to Section 20.

## **22. Choice of Law, Jurisdiction and Venue**

This Agreement has been and shall be construed as having been made and delivered within the state of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

## **23. Compliance with Laws**

The relationship contemplated by this Contract implicates the Privacy Regulations under the Health Insurance Portability and Accountability Act of 1996 ([HIPAA](#)), Pub.L. No 104-191, 110-Stat 136. The Contractor shall comply with HIPAA and applicable regulations contained in 45 CFR parts 160 and 164. The Contractor shall enter into a Business Associate Addendum with the County if the County determines that the Contractor will be acting as a Business Associate as defined under HIPAA.

## **24. Severability**

- 24.1. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 24.2. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.
- 24.3. Should the County determine that the severed portions substantially alter this Agreement so that the original intent and purpose of this Agreement no longer exists, the County may, in its sole discretion, terminate this Agreement.

## **25. Entire Agreement**

This Agreement consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response. The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

## **26. Notices**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Page 1. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

## **27. Survivability**

The terms and conditions contained in this Agreement which, by their sense and context, are intended to survive the completion, expiration or termination of this Agreement shall survive. Surviving terms include but are not limited to: Information System Security and Protection of Personal Information, Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality and Severability.



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## BUSINESS ASSOCIATE AGREEMENT ADDENDUM

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### Exhibit A

THIS BUSINESS ASSOCIATE AGREEMENT (the "Addendum") is effective this 1<sup>st</sup> day of July 2023 (the "Effective Date") between Thurston County ("Covered Entity"), and NAME OF AGENCY ("Business Associate").

### RECITALS

WHEREAS, Covered Entity and Business Associate are parties entering into a Professional Services Agreement dated 7/1/2023 and incorporated herein by reference (the "Underlying Agreement") pursuant to which Business Associate will provide individual life skills and behavioral support counseling and such services involve the use and disclosure of Individually Identifiable Health Information that is subject to protection under HIPAA and the HIPAA Rules (all as hereinafter defined); and

WHEREAS, Business Associate has created and maintains security safeguards for the protection from unlawful disclosure of Protected Health Information (as hereinafter defined); and

WHEREAS, Covered Entity and Business Associate desire compliance with the Standards for Privacy of Individually Identifiable Health Information set forth under the HIPAA and the HIPAA Privacy Rule.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entity and Business Associate enter into the following Addendum to provide a full statement of their respective responsibilities as more fully described below:

### ARTICLE 1

#### DEFINITIONS

Unless otherwise provided herein terms used shall have the same meaning as set forth in HIPAA and the HIPAA Rules.

- 1.1 **"Addendum"** means this Business Associate Agreement Addendum.
- 1.2 **"Business Associate"** as used in this Addendum means the Business Associate named in this Addendum and generally has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. Any reference to Business Associate in this Addendum includes Business Associate's employees, agents, officers, subcontractors, volunteers, or directors.
- 1.3 **"C.F.R."** means and refers to the Code of Federal Regulations.
- 1.4 **"Covered Entity"** means Thurston County, a Covered Entity as defined at 45 C.F.R. § 160.103, in its conduct of covered functions by its health care components.
- 1.5 **"Designated Record Set"** means a group of records maintained by or for a Covered Entity that is: the medical records and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used, in whole or in part, by or for the Covered Entity to make decisions about Individuals.
- 1.6 **"Electronic Protected Health Information" or "EPHI"** means Protected Health Information that is transmitted by electronic media or maintained in electronic media.
- 1.7 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Pub.L. No. 104-191, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as Title XIII of The American Recovery and

Reinvestment Act of 2009, H.R. 1, Pub.L. 111-5 (February 17, 2009), as amended or superseded, and any current and future regulations promulgated under HIPAA.

- 1.8 **“HIPAA Rules”** means the Privacy, Security, Enforcement, and Breach Notification Rules at 45 C.F.R. Part 160 and Part 164, in effect or as amended.
- 1.9 **“Individual”** means the person who is the subject of Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.10 **“Material Alteration”** means any addition, deletion or change to the PHI of any subject other than the addition of indexing, coding, and other administrative identifiers for the purpose of facilitating the identification or processing of such information.
- 1.11 **“Privacy Rule”** means the Privacy Standards at 45 C.F.R. Part 164, Subpart E, in effect or as amended.
- 1.12 **“Protected Health Information” or “PHI”** means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 C.F.R. § 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 C.F.R. § 160.103. PHI is information transmitted or held in any form or medium and includes Electronic Protected Health Information. 45 C.F.R. § 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g (a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- 1.13 **“Security Rule”** means the Security Standards at 45 C.F.R. Part 164, Subparts A and C, in effect or as amended.
- 1.14 **“Subcontractor”** as used in this Addendum means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- 1.15 **“Underlying Agreement”** means Professional Services Agreement and all accompanying documents.

## **ARTICLE 2**

### **SCOPE OF USE OF PHI**

- 2.1 **Services** Except as otherwise specified herein, the Business Associate may use PHI solely to perform its duties as set forth in the Underlying Agreement. Except as otherwise limited in this Addendum, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate and to provide any data aggregation services pursuant to the Underlying Agreement.
  - 2.1.1 Business Associate may disclose PHI for the purposes pursuant to the Underlying Agreement only to its employees, subcontractors, and agents, in accordance with Section 2.3.4 as directed by the Covered Entity.

- 2.1.2 Except as otherwise limited in this Addendum, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that such disclosures are required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which the PHI was disclosed to the person, the person implements reasonable and appropriate security measures to protect the PHI, and the person notifies the Business Associate of any instances of which it is aware where the confidentiality of the PHI has been breached.
- 2.2 **Breach or Misuse of PHI** Business Associate recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of the Underlying Agreement and this Addendum and/or legal action. Unauthorized disclosure of PHI may give rise to irreparable injury to the Individual or to the owner of such information, and the Individual or owner of such information may seek legal remedies against Business Associate.
- 2.3 **Responsibilities of Business Associate** With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to do the following:
- 2.3.1 Use and/or disclose PHI only as permitted or required by this Addendum, HIPAA, and HIPAA Rules, or as otherwise permitted or required by law. Business Associate agrees that it will not use or disclose PHI in any manner that violates federal law, including but not limited to HIPAA and any regulations enacted pursuant to its provisions, or applicable provisions of Washington State law. The Business Associate agrees that it is subject to and directly responsible for full compliance with the Privacy Rule that applies to the Business Associate to the same extent as the Covered Entity.
- 2.3.2 Use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of such PHI, including, but not limited to the following:
- a. Any files on location at the agency must be kept in locked cabinets. Any client information transported must be kept from unauthorized access at all times.
  - b. In addition, the Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity in accordance with 45 C.F.R. Part 164, subpart C for as long as the PHI is within its possession and control, even after the termination or expiration of this Addendum. The Business Associate agrees that it is subject to and directly responsible for full compliance with the HIPAA Security Rule that applies to Business Associates, including sections 164.308, 164.310, 164.312, and 164.316 of title 45 C.F.R., to the same extent as the Covered Entity.
- 2.3.3 Business Associate shall apply the HIPAA Minimum Necessary standard to any use or disclosure of PHI necessary to achieve the purposes of the Underlying Agreement. See 45 C.F.R. 164.514(d)(2) through (d)(5).

- 2.3.4 Require all of its employees, representatives, subcontractors and agents that create, receive, maintain, or transmit PHI or use or have access to PHI under the Underlying Agreement to agree in writing to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply herein, including the obligation to return or destroy the PHI if feasible, as provided under Sections 5.4 and 5.5 of this Addendum.
- 2.3.5 Promptly report to the designated privacy officer of the Covered Entity, any use and/or disclosure of the PHI that is not permitted or required by this Addendum by telephoning the privacy officer within twenty-four (24) hours of becoming aware of it, and providing a written report of the unauthorized disclosure within five (5) business days.

**The name and contact information for the Covered Entity's privacy officer:**

Tammy Devlin  
(360) 786-5498, [tammy.devlin@co.thurston.wa.us](mailto:tammy.devlin@co.thurston.wa.us)  
3000 Pacific Ave SE  
Olympia, WA 98501

- 2.3.6 Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or the law.
- 2.3.7 Within twenty-four (24) hours of the discovery of a breach as defined at 45 C.F.R. § 164.402 notify the Covered Entity's privacy officer of any breach of unsecured PHI and take actions as may be necessary to identify, mitigate and remediate the cause of the breach. A breach shall be treated as discovered by the Business Associate in accordance with the terms of 45 C.F.R. § 164.410. The notification shall include the following information which shall be updated promptly and provided to the Covered Entity as requested by the Covered Entity:
- a. the identification of each individual whose unsecured PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during such breach.
  - b. a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
  - c. a description of the types of unsecured PHI that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved).
  - d. any steps individuals should take to protect themselves from potential harm resulting from the breach.
  - e. a brief description of what the Business Associate is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.
  - f. contact procedures of the Business Associate for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address; and
  - g. any other information required to be provided to the individual by the Covered Entity pursuant to 45 C.F.R. § 164.404, as amended.

To the extent the Covered Entity deems warranted, the Covered Entity may provide notice or may require Business Associate to provide notice at Business Associate's expense to any or all individuals whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed as a result of such breach. In such case, the Business Associate shall consult with the Covered Entity regarding appropriate steps required to notify third parties. The Business Associate shall reimburse the Covered Entity, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured PHI by the Business Associate.

- 2.4 **Covered Entity Obligations** With regard to the use and/or disclosure of PHI by the Business Associate, the Covered Entity hereby agrees to:
- 2.4.1 Provide the Business Associate a copy of the notice of privacy practices that the Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520 by attaching it to this Addendum (Attachment A), and inform the Business Associate of any changes in the form of the notice;
  - 2.4.2 Inform the Business Associate of any changes in, or withdrawal of, the authorization provided to the Covered Entity by Individuals whose PHI may be used and/or disclosed by Business Associate under the Underlying Agreement pursuant to 45 C.F.R. § 164.508; and
  - 2.4.3 Notify the Business Associate, in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by the Covered Entity in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

### **ARTICLE 3** **AMENDMENT OF PHI**

- 3.1 **Amendments by Business Associate** Should Business Associate make any Material Alteration to PHI, Business Associate shall provide Covered Entity with notice of each Material Alteration to any PHI and shall promptly cooperate with Covered Entity in responding to any request made by any subject of such information to Covered Entity to inspect and/or copy such information. Business Associate shall not deny Covered Entity access to any such information if, in Covered Entity's sole discretion, such information must be made available to the subject seeking access to it. To the extent that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 within twenty (20) days of the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- 3.2 **Amendments Requested by Covered Entity** Business Associate shall promptly incorporate all amendments or corrections to PHI when notified by Covered Entity that such information is inaccurate or incomplete.

### **ARTICLE 4** **AVAILABILITY, ACCOUNTING OF DISCLOSURES, AUDITS, AND INSPECTIONS**

- 4.1 **Availability of PHI** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make PHI available to Covered Entity or, as directed by Covered Entity, to an Individual, within twenty (20) days of the request of the Covered Entity and in the manner designated by Covered Entity in accordance with 45 C.F.R. § 164.524.
- 4.2 **Accounting of Disclosures** Business Associate agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Business Associate will provide such accounting of disclosures to Covered Entity as soon as possible, but at least twenty (20) days from request by Covered Entity. Each accounting shall provide (i) the date of each disclosure; (ii) the name and address of the organization or person who received the PHI; (iii) a brief description of the PHI disclosed; and (iv) the purpose for which the PHI was disclosed, including the basis for such disclosure, or a copy of a written request for disclosure under §§ 164.502(a)(2)(ii) or 164.512. Business Associate shall maintain a process to provide the accounting of disclosures for as long as Business Associate maintains PHI received from or on behalf of Covered Entity.
- 4.3 **Access to Department of Health and Human Services** Business Associate shall make its facilities, internal practices, books, records, documents, electronic data and all other business information relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services, governmental officers and agencies within five (5) business days of written request by the Covered Entity for the purpose of determining compliance with HIPAA.
- 4.4 **Access to Covered Entity** Upon written request, Business Associate agrees to make its facilities, internal practices, books, records, documents, electronic data and all other business information available to Covered Entity within five (5) business days during normal business hours so that Covered Entity can monitor compliance with this Addendum.

## **ARTICLE 5**

### **TERM AND TERMINATION**

- 5.1 **Term** This Addendum is valid as of the Effective Date and remains effective for the entire term of the Underlying Agreement, or until terminated as set forth herein.
- 5.2 **Termination** This Addendum may be terminated by Covered Entity for convenience upon the same number of days prior written notice to the Business Associate as set out in the Underlying Agreement, otherwise upon thirty (30) days prior written notice. The notice will specify the date of termination.
- 5.3 **Termination for Cause** Covered Entity may immediately terminate this Addendum and the Underlying Agreement without penalty if Covered Entity, in its sole discretion, determines that Business Associate has: (a) improperly used or disclosed PHI in breach of this Addendum; or (b) violated a material provision of this Addendum. Alternatively, the Covered Entity may choose to provide the Business Associate with written notice of the existence of an alleged material breach and a period of fifteen (15) days in which to cure the alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Addendum and the Underlying Agreement.

- 5.4 **Alternative to Termination** If termination is not feasible, the Covered Entity shall report the breach to the Secretary of the Department of Health and Human Services.
- 5.5 **Return/Destruction of PHI** Business Associate agrees that, upon termination of the Underlying Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Covered Entity which Business Associate maintains in any form, and retain no copies of such information. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. An authorized representative of Business Associate shall certify in writing to Covered Entity, within five (5) days from the date of termination or other expiration of the Underlying Agreement, that all PHI has been returned or disposed of as provided above and that Business Associate no longer retains any such PHI in any form.
- 5.6 **No Feasible Return/Destruction of PHI** If the return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible. To the extent that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to the PHI retained and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Addendum notwithstanding termination of the Underlying Agreement, until such time as all PHI has been returned or otherwise destroyed as provided in this section.

## **ARTICLE 6**

### **INDEMNIFICATION/INSURANCE**

- 6.1 **Defense and Indemnification** Business Associate shall defend, indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation attorney's fees, expert witness fees, and costs of investigation, litigation, or dispute resolution, relating to or arising out of any breach of this Addendum by Business Associate, its employees, officers, agents, or subcontractors.
- 6.1.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the Addendum or HIPAA or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes or that any information in the possession of Business Associate or Business Associate's control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure; nor shall Covered Entity be liable to Business Associate for any claim, loss or damage relating to the unauthorized use or disclosure of any information received by Business Associate from Covered Entity or from any other source. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- 6.2 **Insurance** If Covered Entity requires, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate naming Covered Entity as an additional named insured. Promptly following a request by Covered Entity for the maintenance of such insurance coverage, Business Associate shall provide a certificate evidencing such insurance coverage.

## **ARTICLE 7**



## MISCELLANEOUS

- 7.1 **Construction** This Addendum shall be construed as broadly as necessary to implement and comply with HIPAA and the HIPAA Rules. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules.
- 7.2 **Notice** All notices and other communications required or permitted pursuant to this Addendum shall be in writing, addressed to the party at the address set forth in the Underlying Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.
- 7.3 **Modification of Addendum** The parties agree to take such action as is necessary to modify this Addendum to ensure consistency with amendments to and changes in the applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HIPAA Rules. This Addendum shall not be waived or altered, in whole or in part, except in writing signed by the parties.
- 7.4 **Invalid Terms** In the event that any provision of the terms and conditions are held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Addendum will remain in full force and effect.
- 7.5 **Transferability** Covered Entity has entered into this Addendum in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's interest under this Addendum may not be transferred or assigned or assumed by any other person, in whole or part, without the prior written consent of Covered Entity.
- 7.6 **Governing Law and Venue** This Addendum shall be governed by and interpreted in accordance with the laws of the State of Washington in accordance with HIPAA and the HIPAA Rules without giving effect to the conflict of law's provisions. Thurston County, Washington, shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought under, or arise out of, this Addendum.
- 7.7 **No Third-Party Beneficiaries** Nothing express or implied in this Addendum is intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.
- 7.8 **Binding Effect** This Addendum shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.
- 7.9 **Execution** This Addendum may be executed in multiple counterparts, each of which shall constitute an original, all of which shall constitute but one agreement.
- 7.10 **Gender and Number** The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership, or other entity.

- 7.11 **Priority of Agreements** If any portion of the Addendum is inconsistent with the terms of the Underlying Agreement, the terms of this Addendum shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are ratified in their entirety.
- 7.12 **Survival** The obligations of Business Associate shall survive the termination of this Addendum and the Underlying Agreement.
- 7.13 **Recitals** The preamble to this Addendum is not a mere recital of facts but consists of binding agreed upon statements that form the basis of this Addendum.

**IN WITNESS WHEREOF**, the parties hereto have signed this Addendum effective the day and year first above written.

<b>BUSINESS ASSOCIATE:</b> <b>NAME OF AGENCY</b>	<b>COVERED ENTITY:</b> <b>THURSTON COUNTY</b>
<hr/>	<hr/>
<i>Signature (Authorized Representative)</i>	<i>Signature</i>
<hr/>	<hr/>
<i>Printed Name</i>	<i>Printed Name</i>
<hr/>	<hr/>
<i>Title</i>	<i>Title</i>
<hr/>	<hr/>
<i>Date</i>	<i>Date</i>

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**STATEMENT OF WORK  
INDIVIDUAL SUPPORTED EMPLOYMENT (ISE, INDIVIDUAL EMPLOYMENT)  
SERVICES ADDENDUM**

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**Exhibit B**

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The services to be performed by the Contractor under this Agreement as described in Section 4 of this Agreement are set forth as follows:

**1. Service Definition**

Individual Supported Employment (also referred to as “Individual Employment” or “IE”) services are part of an individual’s pathway to employment and shall be tailored to the individual’s needs, interests and abilities and promote career development. These services are necessary to help individuals with developmental disabilities obtain and continue competitive, integrated employment within the community that meets HCBS settings requirements. The individual must be compensated at or above the state’s minimum wage, using the higher of the Federal, state or local rate and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement. Services provided by the Contractor may include tasks such as intake, discovery, assessment, job preparation, job marketing, job supports and record keeping as required to assist a client in obtaining and maintaining a job. The level of services provided will align with a client’s demonstrated need, acuity, and service level as stated in their PCSP.

**2. Service Requirements**

- 2.1. Clients engaged in an Individual Employment program shall be supported by the Contractor to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of work per week or eighty-six (86) hours per month. However, each client’s preferred hours of employment must be taken into consideration. The amount of service supports a client receives shall be determined by the client’s demonstrated need, acuity level, available service hours as assessed by DDA and the client’s individual work history.
- 2.2. The Contractor shall work collaboratively with each client to develop an Individualized Work Plan (IWP) within 60 days from the initial date of service authorization. Signed copies of the IWP shall be submitted to the County and DDA Case Resource Manager within 60 days of service authorization and annually, in accordance with the Contractor’s agreed IWP annual timeframe. Each IWP shall contain:
  - a. Client-centered SMART (Specific, Measurable, Attainable, Relevant, Time-bound) goals
  - b. Client’s individual skills, gifts, interests, preferred activities
  - c. Measurable goals, action steps, strategies, and activities
  - d. Client’s current employment data
  - e. Client’s career, hourly wage, and weekly hour goals
  - f. Information regarding accommodation, equipment and supports the client will need to be successful
  - g. Employment/workplace safety considerations specific to the needs of the client

- h. A summary of the client's previous year's goals and accomplishments
  - i. The names of individuals who participated in the creation of the IWP
  - j. Signatures from the client and client's guardian/representative, if applicable
- 2.3. The Contractor shall work collaboratively with each client to develop a semi-annual progress report, due by month 7 of a 12-month period. Semi-annual progress reports will summarize progress made toward achieving the goals identified in the IWP and outline any additional or new strategies to assist the client in achieving identified goals. The Contractor shall incorporate feedback from the client, guardian(s), job site supervisor and any other employment team members and submit the report to the County and DDA Case Resource Manager upon completion. Semi-annual progress reports shall contain the following information:
  - a. Current employment data
  - b. Current SMART goals
  - c. Information regarding the achievement/completion of previously defined goals or progress made toward achieving goals
  - d. New SMART goals, as appropriate
  - e. Information regarding the date and method of communication used to discuss the Progress Report with the client
- 2.4. If a client participating in Individual Employment Services has not obtained paid employment at minimum wage or higher within six months, the Contractor will ensure that the following steps are taken:
  - 2.4.1. Conduct a review of the progress toward employment goals.
  - 2.4.2. Consult with the client and the client's guardian, if applicable.
  - 2.4.3. Develop additional/new strategies that may include providing technical assistance, changing to a new provider, and/or providing additional resources necessary to support the individual's pursuit of employment. The additional/new strategies will be documented in the Individual Work Plan or Progress Report and submitted to the client, County, and the client's DDA Case Resource Manager.
- 2.5. If, after twelve months from the initial date of service authorization a client remains unemployed, an additional review shall be conducted. The Contractor will address the steps outlined in the previous six-month Individual Work Plan/Progress Report.
- 2.6. After nine (9) months of participation in Individual Supported Employment activities, a client may request to participate in Community Inclusion in addition to or instead of Individual Supported Employment.
- 2.7. Client maximum service hours shall correlate with the County Service Authorization and/or annual PCSP created and updated by the client's DDA Case Resource Manager. Record keeping hours exceeding three (3) hours must be approved by the County prior to incurring charge. In the event that a client's employment support needs have changed, and additional service hours are needed, the Contractor shall use the *Request for Additional Service Hours* form to formally communicate a request to the County and the DDA Case Manager. Additional service hours will only be reimbursed by the County

when both the County and DDA have approved the request. All service hour adjustments shall be carried out in accordance with the *Thurston-Mason Guidelines Request for Additional Service Hours* and with DDA's policy regarding additional service hours.

- 2.8. All clients shall be contacted by the Contractor at least once per month and any communication with clients shall be documented in Contractor's client database and/or in client's electronic or physical file.
- 2.9. Individual Employment staff hours must be attributed to the [\*Individual Employment Billable Activities and Phases\*](#) located on DDA's "County Best Practices" website.
- 2.10. All annual and amended PCSPs received by the client's DDA Case Resource Manager are required to be signed by the Contractor and returned to the DDA Case Resource Manager with-in 10 calendar days. By signing the PCSP, the Contractor acknowledges that they have received a copy of the assessment, are aware of the client's supports and needs and are aware of the duties assigned to them. The County does not expect a Contractor to sign a PCSP in which they are assigned to tasks they do not believe they can perform.

### 3. Contractor Performance Plan requirement

The Contractor will develop a written Agency Performance Report that will have two components: a Contract Year Performance Plan and a Performance Detail Report. The Contract Year Performance Plan describes objectives, expected outcomes, and how and when the objectives will be accomplished. This component will be developed annually to establish broad goals and objectives for the contract period. The Performance Detail Report will accompany this plan and will be populated with new data quarterly (every three months). Reports will be sent to [ddreports@co.thurston.wa.us](mailto:ddreports@co.thurston.wa.us).

- 3.1. The Contract Year Performance Plan shall include an analysis of the Contractor's performance over the previous reporting period including changes in service delivery, challenges identified and suggestions for new strategies to increase employment outcomes. The County Performance Report Template shall be utilized for report submission.
- 3.2. The quarterly Performance Detail Report shall include the following information:
  - 3.2.1. For clients employed within the time period covered by the report:
    - a. **By acuity** – Jobs gained, jobs lost, reason for job loss, and follow up steps.
    - b. **By client** – Average hours worked, goal hours, duration of employment.
  - 3.2.2. For clients unemployed within the time period covered by the report:
    - a. **By acuity** – Months unemployed, reasons for continued unemployment, follow up steps.

### 4. Agency as Employer

For Individual Employment placement where the service provider is also the Client's employer, long term funding will remain available to the service provider employer **for six months after the client's date of hire**. At the end of the six-month period, if the client continues to need support on the job, another service provider who is **not** the employer of record must provide the support unless the County issues an exception. The Contractor/Employer must submit a request for exception to the

*Agency as Employer* policy in writing on the County's *Agency as Employer* form. The request must include initial client goals, goals achieved to date and include new long-term goals for the client. All approvals by the County will be communicated to the Contractor on the request form.

- 4.1. If the County approves the continuation of long-term supports where the service provider is also the client's employer, a semi-annual review will be conducted by the County and a new written exception request from the Contractor will be required.
- 4.2. If the continuation of *Agency as Employer* is not approved by the County, the Contractor **must** assist the client in developing alternative goals and in obtaining new employment opportunities in the community. This may include referring the client to DVR for additional services.
5. Client/service documentation in the client file shall be reviewed and updated, at a minimum, on an annual basis and include both safety protections/plan per the standards of the environment in which the client is working and/or receiving services, as well as accommodations put into place specific to the client's need.
6. Service termination shall occur after all parties, including the client, Contractor, County and DDA Case Resource Manager, are aware and agree to the closure of the service. The Contractor shall follow the Thurston-Mason County Guidelines: *Service Termination*, to end services.
7. All employment-related services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1).
8. This Agreement authorizes the County to supplement individual client or agency services via a written County Service Authorization to increase, improve and enhance Individual Supported Employment program outcomes. This includes, but is not limited to: Individual Technical Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, and any supplemental services approved by the County, DVR, or DDA. The County Service Authorization timeframe, scope of work and reimbursement rate will be specified within the written County Service Authorization and must be signed by both the County and the Contractor to provide service delivery.

## 9. **Compensation**

For services performed hereunder, the Contractor shall not charge rates or fees for services provided, in excess of those approved by the County. The County Developmental Disabilities Department will communicate any formal rate adjustment for Individual Employment Services with the Contractor in writing or email at least thirty (30) days prior to adjusting the rate. The communication will include the new rate, the date the new rate begins, and the justification for adjusting the rate.

In reference to the number of active clients and their acuity, the maximum allowable reimbursement for the contract term is \$0.00. Any reimbursement over this amount must be pre-approved by the County. For hourly rate reimbursement amounts, refer to the Thurston/Mason County Rate Schedule which will be distributed with this agreement and upon any subsequent changes.

## 10. **Community Protection**

Individual Supported Employment services provided under the DDA Community Protection Program (CPP) are intended to provide a structured, therapeutic environment for clients with community protection issues. This program allows the client to live safely and successfully in the community without re-offending while minimizing the risk to public safety.

## 10.1. Confidentiality and Disclosure

- 10.1.1. A client with community protection issues continues to have a right to privacy.
- 10.1.2. Service providers must treat information regarding a client's community protection issues as highly sensitive and confidential in nature.
- 10.1.3. DDA may disclose a participant's community protection information to providers currently supporting the participant and any other contracted party to whom DDA might refer the participant. And must inform the participant and their legal representative they are required to disclose community protection information to both current and prospective service providers.
- 10.1.4. If the client or their legal representative refuses to authorize the disclosure of community protection information, the DDA Case Manager or CP Coordinator must inform them that DDA will not authorize any services without disclosure.
- 10.1.5. DDA staff and all service providers must protect the identity of a victim whenever possible.

10.2. A Community Protection Program client receiving employment services must comply with any specialized supports and restrictions in their person-centered service plan, treatment plan, and positive behavior support plan and comply with recommendations in psychosexual and risk assessment evaluations.

## 10.3. Employment program services must include:

- 10.3.1. An opportunity for the CPP client to work in the community.
- 10.3.2. Environmental and programmatic safeguards and structures that protect against behaviors that endanger people or property or interfere with the rights of others.
- 10.3.3. Specialized supports that enable a CPP client to make positive choices to reduce the behaviors that require intensive intervention and supervision.

10.4. When segregation of CPP clients and restrictions to their freedom of movement, association, communication and access to goods or services are necessary to enhance public safety, the least restrictive interventions that effectively meet the goal of public safety must be used. Any restrictions must meet all requirements of DDA [Policy 5.15, Restrictive Procedures](#).

## 10.5. Individual Supported Employment service providers working with clients in the Community Protection Program must:

- 10.5.1. Use security precautions reasonably available in the workplace to enhance protection of community members and property.
- 10.5.2. Participate in the integration of treatment goals and objectives, and therapeutic interventions to assist CPP clients to function safely in society and avoid offending or re-offending as outlined in DDA [Policy 15.03](#).
- 10.5.3. Collaborate with the CPP client, guardian/legal representative, service providers, therapist, DDA staff, County, and other agencies and individuals such as law enforcement, schools, employers, and mental health providers.
- 10.5.4. Include the residential service provider when identifying the participant's work location and establishing a work schedule.



- 10.5.5. Facilitate discussion with the therapist to develop a plan and support the CPP participant in making necessary disclosure pertaining to community protection issues to an employer or potential employer.
- 10.5.6. Promote habilitation and avoid punitive attitudes.
- 10.5.7. Consider specific offense patterns when determining appropriate work locations, taking into account the preference of the CPP client as much as possible.
- 10.5.8. Participate as members of the treatment team and attend quarterly team meetings.
- 10.5.9. Develop a written Individual Work Plan within 60 days of service authorization and annually that indicates the client is receiving CP services and share the plan with the DDA case manager and County. The IWP and semi-annual Progress Reports must address:
  - a. Any treatment plan restrictions and measures applicable to employment program services.
  - b. Staff roles and responsibilities, including the entity responsible (employment provider) for the identified supervision needs of the CPP participant at job sites or other program settings. This includes line-of-sight or arm's length distance supervision, etc., consistent with the CPP participant's treatment plan.

**10.6. Administrative Requirements** An employment program service provider supporting CPP clients must:

- 10.6.1. Maintain commercial general liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- 10.6.2. Have a written agency policy or policies that:
  - a. Describe how the provider supports CPP clients.
  - b. Describe how the provider communicates with other treatment team members, and other persons and agencies as appropriate.
  - c. Establish a procedure for managing confidentiality, release of information and disclosing a client's community protection enrollment.
  - d. Establish and explain a CPP client's right to grievance procedures as they relate to specialized environments and use of any restrictive measures per DDA [Policy 5.15](#).
  - e. Establish response and contingency plans as it pertains to DDA [Policy 6.08](#), *Mandatory Reporting Requirements for Employment and Day Program Services Providers* and incident reporting requirements outlined in DDA [Policy 15.03](#).

**10.7. Staff Training** In addition to training required under DDA [Policy 6.13](#), employment program service providers must ensure that before working with CPP clients, an employee completes Community Protection training as described in Section 5.3.1. of this agreement. No more than 30 days after beginning working with a CPP participant, and annually after, an employment program service provider must complete the DDA Community Protection Orientation and Training developed by DDA.

**10.8.** This Agreement authorizes the County to supplement individual client or agency services via a written County Service Authorization to increase, improve and enhance Community Protection program outcomes. This includes, but is not limited to: Individual Technical

Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, and any supplemental services approved by the County, DVR, or DDA. The County Service Authorization timeframe, scope of work and reimbursement rate will be specified within the written County Service Authorization and must be signed by both the County and the Contractor prior to service delivery.

## **11. Compensation**

For services performed hereunder, the Contractor shall not charge rates or fees for services provided, in excess of those approved by the County. The rate for any hours over twenty-six (26) may be reduced by twenty percent (20%) depending on available funding set by DDA. The County Developmental Disabilities Department will communicate any formal rate adjustment for Individual Employment Services with the Contractor in writing or email at least thirty (30) days prior to adjusting the rate. The communication will include the new rate, the date the new rate begins, and the justification for adjusting the rate.

In reference to the number of active clients and their acuity, the maximum allowable reimbursement for the contract term is \$0.00. Any reimbursement over this amount must be pre-approved by the County. For hourly rate reimbursement amounts, refer to the Thurston/Mason County Rate Schedule which will be distributed with this agreement and upon any subsequent changes.

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**STATEMENT OF WORK**  
**COMMUNITY INCLUSION (CI, DAY) SERVICES ADDENDUM**  
**Exhibit C**

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The services to be performed by the Contractor under this Agreement as described in Section 4 of this Agreement are set forth as follows:

**1. Service Definition**

Community Inclusion services (also referred to as “CI” or “Day”) are individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on client interests and provide opportunities typically experienced by the general public of similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized in addition to or instead of Individual Supported Employment for working age individuals who have received at least nine (9) months of employment support. The level of services provided will align with a client’s demonstrated need, acuity, and service level as stated in their PCSP.

**2. Service Requirement**

Monthly Community Inclusion service support hours shall be determined by the service level as assessed by DDA and identified in the individual’s Person-Centered Service Plan.

- 2.1. The Contractor shall work collaboratively with each client to develop a Community Inclusion Plan (CIP) within 60 days from the initial date of service authorization. Signed copies of the CIP shall be submitted to the County and DDA Case Resource Manager within 60 days of service authorization and annually, in accordance with the Contractor’s agreed CIP annual timeframe. Each CIP shall contain:
  - a. Client-centered SMART (Specific, Measurable, Attainable, Relevant, Time-bound) goals
  - b. Client’s individual skills, gifts, interests, and preferred activities
  - c. Measurable goals, action steps, strategies, and activities
  - d. Support Intensity Scale (SIS) that best aligns with the client’s goals. This information can be found in the client’s DDA Person Centered Service Plan
  - e. Information regarding accommodations, equipment and supports the client will need to be successful
  - f. Action steps/strategies to meet the client’s identified goals
  - g. A summary of the client’s previous year’s goals and accomplishments
  - h. The names of individuals who participated in the creation of the CIP
  - i. Signatures from the client and client’s guardian/representative, if applicable
- 2.2. The Contractor shall work collaboratively with each client to develop semi-annual progress reports, due by month 7 of a 12-month period which shall summarize progress made toward achieving the goals identified in the CIP and outline any additional or new strategies to assist the client in achieving identified goals. Progress reports shall incorporate feedback

from the client, guardian(s), volunteer site, community service providers and any other employment team members and submit the report to the County and DDA Case Resource Manager upon completion. Progress reports shall contain the following information:

- a. Current SMART goals
  - b. Information regarding the achievement/completion of previously defined goals or progress made toward achieving goals
  - c. New SMART goals, as appropriate
  - d. Information regarding the date and method of communication used to discuss the Progress Report with the client
- 2.3. All Community Inclusion services shall focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.
- 2.4. All annual and amended PCSPs received by the client's DDA Case Resource Manager are required to be signed by the Contractor and returned to the DDA Case Resource Manager with-in 10 calendar days. By signing the PCSP, the Contractor acknowledges that they have received a copy of the assessment, are aware of the client's supports and needs and are aware of the duties assigned to them. The County does not expect a Contractor to sign a PCSP in which they are assigned to tasks they do not believe they can perform.
3. Community Inclusion staff hours must be attributed to [Community Inclusion Billable Activities](#) located on DDA's "County Best Practices" website.
4. Community Inclusion services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1).
5. **Contractor Performance Plan requirement**

The Contractor shall develop a written Agency Performance Report that will have two components: a Contract Year Performance Plan and a Performance Detail Report. The Contract Year Performance Plan describes objectives, expected outcomes, and how and when the objectives will be accomplished. This component will be developed annually to establish broad goals and objectives for the contract period. The Performance Detail Report will accompany this plan and will be populated with new data quarterly (every three months). Reports will be sent to the [ddreports@co.thurston.wa.us](mailto:ddreports@co.thurston.wa.us) inbox.

- 5.1. For Community Inclusion Services, the Contract Year Performance Plan shall include:
  - 5.1.1. An analysis of the Contractor's performance over the previous reporting period, including lessons learned, suggestions for new strategies/goals to creatively engage clients in community-based activities and strategies for staff professional development in the support of clients accessing CI services.
- 5.2. For Community Inclusion Services, the quarterly Performance Detail Report shall include the following information:

**By client** – Narrative of activity, average hours in the community.
- 5.3. The *County Performance Report* template will be utilized for report submission.

## **6. Service Authorization**

This Agreement authorizes the County to supplement individual client or agency services via a written County Service Authorization to increase, improve and enhance Community Inclusion program outcomes. This includes, but is not limited to: Individual Technical Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, and any supplemental services approved by the County or DDA. The County Service Authorization timeframe, scope of work and reimbursement rate will be specified within the written County Service Authorization and must be signed by both the County and the Contractor to provide service delivery.

## **7. Compensation**

For services performed hereunder, the Contractor shall not charge rates or fees for services provided, in excess of those approved by the County. The County may adjust rates based on available funding and rate limitations as set by DDA. The County Developmental Disabilities Department will communicate any formal rate adjustment for Community Inclusion (CI, Day) services with the Contractor in writing or email at least thirty (30) days prior to adjusting the rate. The communication will include the new rate, the date the new rate begins, and the justification for adjusting the rate.

In reference to the number of active clients and their acuity, the maximum allowable reimbursement for the contract term is \$0.00. Any reimbursement over this amount must be pre-approved by the County. For hourly rate reimbursement amounts, refer to the Thurston/Mason County Rate Schedule which will be distributed with this agreement and upon any subsequent changes.

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**STATEMENT OF WORK  
SCHOOL-TO-WORK ADDENDUM**

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**Exhibit D**

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The services to be performed by the Contractor under this Agreement as described in Section 4 of this Agreement are set forth as follows:

**1. Service Definition**

The School-to-Work program is designed to assist eligible transition students obtain and continue competitive, integrated employment within the community that meets HCBS settings requirements. The Contractor shall work in collaborative partnerships with the County, school districts, DVR, students, families, employers, and other community collaborators to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace services that students receive through their Individualized Education Program (IEP). The level of services provided will align with a student's demonstrated need, acuity, and service level.

**2. Terms and Definitions**

- 2.1. **Authorization for Purchase (AFP)** means the DVR fiscal document that officially identifies and authorizes a DVR Contractor to deliver a specific service.
- 2.2. **Community Based Assessment (also referred to as "CBA" or "Internship")** means locating, securing, and placing a DVR School-to-Work Customer into an integrated employment setting(s) or other realistic work setting(s) in which the Customer performs work for a specific period of time with the direct provision of needed job supports and training to:
  - 2.2.1. Verify the 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/social skills, behaviors and address all aspects outlined in the DVR CBA/Internship SDOP.
  - 2.2.2. Identify the nature and extent of support(s) and accommodations needed for the Customer to obtain and maintain competitive employment.
  - 2.2.3. Accurately assess the Customer's progress, barriers to employment, and support needs. This information, as well as any feedback from the Customer's CBA/Internship site supervisor, should be addressed in the DVR Service Delivery Outcome Report for Community Based Assessment.
- 2.3. **Community Rehabilitation Program (CRP)** means a Contractor and/or County who holds a current and valid contract with DVR to provide employment services to DVR Customers.
- 2.4. **CSA** means County Service Authorization, which is a document signed by the County and the contracting agency prior to initiating services that outlines the agreement and reimbursement schedule to provide services to a specific client for a specified amount of time.
- 2.5. **Customer (or Student)** means a person with a disability who will be exiting high school at age 21, who is jointly a Customer of DVR and Thurston-Mason County Developmental

Disabilities and who requires long-term/extended employment/community access services from an entity other than DVR.

- 2.6. **DVR Coordinator/Counselor** means Vocational Rehabilitation Counselor appointed by the Division of Vocational Rehabilitation (DVR).
- 2.7. **Extended or Long-Term Services** means ongoing employment support that is needed to assist an individual with a significant disability to successfully navigate employment and community settings. Extended services are provided by a state agency such as DDA, a private nonprofit organization, employer, or any other appropriate resource, from funds other than DVR.
- 2.8. **Individual Plan for Employment (IPE)** means a DVR form that documents important decisions about vocational rehabilitation services for a Customer as defined in [WAC-388-891A-0940](#). The decisions documented in an IPE include, but are not limited to:
- 2.8.1. The employment outcome the Customer plans to achieve
  - 2.8.2. Each major step needed to accomplish the employment outcome
  - 2.8.3. The Customer's responsibilities in accomplishing each step of the plan
  - 2.8.4. DVR's responsibilities in assisting the Customer to accomplish each step of the plan
  - 2.8.5. Vocation Rehabilitation (VR) services needed to complete each step of the plan
  - 2.8.6. Terms and conditions the Customer and the DVR counselor agree are required for continued support from DVR
- 2.9. **Job Placement** means locating, securing, and placing a Customer into a paid, integrated, and competitive job that is mutually agreed upon by the DVR Counselor, the County, and the Customer and/or the Customer's representative/guardian and documented in a DVR Service Delivery Outcome Plan.
- 2.10. **Intensive Training** means individualized job skills training and assistance provided at the supported employment job site and documented in a DVR Service Delivery Outcome Plan which enables a Customer to:
- 2.10.1. Attain job stabilization with appropriate/adequate employment supports
  - 2.10.2. Meet the employer's expected level of work productivity
  - 2.10.3. Successfully transition to long-term extended services provided by an entity other than DVR
- 2.11. **Job Stabilization** means the Customer (Student), the employer, the DVR Counselor, the County, and the contracted supported employment agency mutually agree that a Customer placed in a paid, integrated Supported Employment position has demonstrated and maintained satisfactory on-the-job performance and has the quantity/type of long-term employment supports available from the extended services provider that are needed to maintain satisfactory job performance. Customer's progress, barriers to employment, support needs as well as any feedback from the Customer's employer should be addressed in the DVR Service Delivery Outcome Report for Job Stabilization.
- 2.12. **Service Delivery Outcome Plan (SDOP)** means a DVR document completed by the DVR Counselor in partnership with the Customer, the County, and the Contractor that outlines a



Customer's plan to enter either a CBA/Internship, Job Development, and/or Intensive Training.

- 2.13. **Service Delivery Outcome Report (SDOR)** means a DVR report to be completed by the Contractor at the conclusion of a CBA/Internship and prior to the DVR Job Stabilization meeting to include a detailed summary of the Customer's performance, strengths, and areas where support/assistance are needed in order for the Customer to remain successful in an employment setting.

### 3. Service Requirements

Beginning no earlier than July 1 prior to the start of the new school year, the Contractor shall provide the services and staff necessary for the performance of work as set forth below:

- 3.1. Provide all services of this Agreement in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA).
- 3.2. Serve School-to-Work applicants who:
  - 3.2.1. Have determined eligibility for services and are an active client with the Developmental Disabilities Administration (DDA).
  - 3.2.2. Are between the ages of 20-21, are actively enrolled in and attending a secondary school or a high school transition program in Thurston or Mason County, who are in their final year of school, who have an Individualized Education Program (IEP) and who are eligible and ready to concurrently participate in County/Contractor/DVR programs and services.
  - 3.2.3. Have selected a Contractor who holds a current and valid School-to-Work contract with Thurston-Mason County and a DVR Community Rehabilitation Program (CRP) contract.
  - 3.2.4. Are DVR Customers who have been mutually selected and agreed upon by DVR, the Contractor, and the County.
  - 3.2.5. Have a DVR Service Delivery Outcome Plan and Individual Plan for Employment (IPE) with a DVR-approved employment goal.
- 3.3. The Contractor shall provide verification of DVR Community Rehabilitation (CRP) contract. A copy of the CRP contract shall be provided to the County prior to the start date of this Agreement.
- 3.4. Services provided by the Contractor will begin upon the receipt of a County Service Authorization (CSA) for each specifically identified Customer. Services provided prior to the entrance of a valid CSA or to Customers who are not identified in a signed CSA will not be reimbursed.
- 3.5. The specific details of the services provided under this contract for Assessments/Internships, Job Placement, and Intensive Training Services shall:
  - 3.5.1. Contain an assessment and summary of the Customer's marketable skills and supports needed as documented on a DVR Service Delivery Outcome Plan (SDOP) for each service or on one SDOP for Community Based Assessment/Internship and one SDOP that combines Job Placement and Intensive Training Services, whichever is determined by the DVR Vocational

Rehabilitation Counselor as appropriate, given the circumstances of the individual Customer.

- 3.5.2. Contain information gathered by the Contractor from the Customer and the Customer's home, school, and community to address assessment questions and provide an accurate summary of marketable skills and supports needed. This information can be gathered through a Community Based Assessment/Internship.
  - 3.5.3. Be mutually agreed upon by the Customer, DVR, the County, and the Contractor.
  - 3.5.4. Be individualized to meet the unique vocational rehabilitation needs of each Customer, in an inclusive employment setting.
  - 3.5.5. Be documented in a Service Outcome Delivery Report (SDOR) submitted for the service addressed and will be provided to the Customer, DVR Counselor, the County, and the Customer's planning team.
- 3.6. The Contractor shall provide one, or all, of the following services to help the Customer achieve job stabilization and successfully transition from high school to extended services (Long-Term Support) after graduation, with the goal of 100% job placement by June.

**3.6.1. Community Based Assessment/Internship**

The Contractor shall locate, secure, and place a School-to-Work Customer into an integrated employment 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 to:

- a. Verify the Customer's unique work interests, abilities, and any competitive employment barriers related to communication, mobility, work skills, work tolerance/stamina, self-direction (cognition and learning), interpersonal skills, attitude, and behaviors.
- b. Identify the nature and extent of the support(s) and accommodation(s) needed for the Customer to obtain and maintain competitive employment.
- c. Secure a CBA/Internship that is a minimum of 10 hours per week. Any CBA/Internship placement less than 10 hours per week will require approval and authorization from the DVR Counselor's supervisor.

**3.6.2. Job Placement**

- a. The Contractor shall provide all services necessary to locate, secure, and place a Customer into a paid, integrated, and competitive job that is mutually agreed upon by the DVR Counselor, the employer, the County, the Contractor, the Customer and/or the Customer's representative/guardian. Specific placement expectations shall be outlined on the DVR SDOP for Job Placement and Intensive Training.
- b. The Contractor shall secure a placement based upon the Customer's employment goal as determined in the SDOP.
- c. Must meet the minimum DVR requirement of 10 hours of paid employment per week. Job placement goals that are less than 10 hours per week must be approved by the appropriate DVR Supervisor in consultation with the team. The team may include the Customer, Customer's guardian/family, DVR Counselor, the Contractor, and the County.

### 3.6.3. **Intensive Training and Stabilization Services**

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

- a. Achieve job stabilization in on-the-job performance with necessary supports and an appropriate plan for fading and developing natural supports.
- b. Meet the employer's expected level of work productivity.
- c. Transition to long-term extended support services provided by an entity other than DVR.
- d. Achieve employment stabilization, which is considered to be achieved when the Customer, DVR Counselor, employer, County, and the Contractor agree that stabilization has occurred.
- e. Achieve Intensive Training expectations and meet employer expectations as outlined in the SDOP for Job Placement and Intensive Training.

3.7 **Monthly, Client Status Update, Event/Incident and Stabilization Reports** The Contractor shall submit a monthly school-to-work progress report for each Customer being served by this Agreement. The Contractor shall also submit Client Status Update Reports (as defined in Section 3.7.1 of this Provider Agreement) and Event/Incident Reports as required. When appropriate, the Contractor shall submit Stabilization Reports for individuals who have completed an internship (CBA) and/or who have obtained employment.

3.7.1 **Client Status Update and Event/Incident Reports** shall be submitted via secure email to the County within 2 business days of each occurrence, unless otherwise indicated (such as in the case of alleged abuse). Reporting a status update, event or incident consists of:

- a. The Customer's name, ADSA ID, and type of information being reported.
- b. Notifying the County Transition Coordinator of any major concerns, issues, and/or any incidents involving the Customer, ensuring adherence to DDA Policy Manual, [State Mandatory Reporting Requirements](#) and Thurston-Mason County Incident Reporting Guidelines.
- c. Notifying the County Transition Coordinator of potential CBA/Internship opportunities.
- d. Notifying the County Transition Coordinator if the Customer elects to terminate services or if the Customer has a significant change in living circumstance or personal health.
- e. CBA/Internship start and end date and a completed internship calendar documenting Customer's anticipated schedule.
- f. Potential opportunities for paid employment.
- g. Employment start date, employer's name/contact information, hourly wage, and any benefits the Customer may be entitled to receive.

3.7.2. **Monthly School-to-Work Reports** shall be submitted via secure email or mail to the County and the DVR Counselor within 30 calendar days of the end of the reporting month and will consist of:

- a. Customer name and ADSA ID number, name of Customer's High School, CBA/Internship site name, employer name (if applicable) and dates of CBA/Internship.
- b. Address the questions/goals identified in the SDOP and/or contain 2 to 3 measurable (SMART) goals which shall include clear steps for preparing the Customer for an Internship or paid employment, address barriers to employment and clearly identify steps needed to achieve Customer's goals.
- c. Signatures of both the contracted job coach and the Customer and/or the Customer's representative/guardian.

3.7.3. **Internship/CBA completion and Intensive Training and Stabilization Service Delivery Outcome Reports (or SDORs)** shall be submitted to the County via secure email or mail for Customers who have completed a scheduled internship/CBA and/or who have attained stabilized, paid employment prior to the scheduled DVR Stabilization Meeting. Service Delivery Outcome Reports shall consist of:

- a. Customer name and ADSA ID number, DVR AFP number (if known), and internship/CBA or employment start and stabilization date.
- b. Employer/internship name, address/location, phone number, direct supervisor name, anticipated work schedule (days, hours), rate of pay and information regarding any employer-paid benefits that the Customer receives.
- c. A summary of the Customer's strengths, abilities, and supports (including an assessment of communication, transportation, stamina, ability to follow instructions, focus, job performance, interactions with co-workers and supervisor, gross and fine motor skills, hygiene and personal safety).

3.8. **Twice Yearly Meetings.** The County, Contractor, and DVR Coordinators shall meet no less than twice per calendar year to discuss the School-to-Work program process and seek ways to improve the transition process and effectiveness of this Agreement and contracted transition/School-to-Work services.

#### 4. **Service Authorization**

This Agreement authorizes the County to supplement individual Customer or agency services via a written County Service Authorization to increase, improve and enhance School-to-Work program outcomes. This includes, but is not limited to: Individual Technical Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, School-to-Work related activities, and any supplemental services approved by the County, DVR, or DDA. The County Service Authorization timeframe, scope of work, and reimbursement rate will be specified within the written County Service Authorization and must be signed by both the County and the Contractor prior to service delivery.

#### 5. **Compensation**

For services performed hereunder, the Contractor shall not charge rates or fees for services provided, in excess of those approved by the County.

- 5.1. **Discovery and Job Preparation Phase:** \$75.00 per hour for a maximum of \$525.00 per month. This phase includes intake, community job site and classroom observation, and

coordination with the student, family, and teachers to obtain information pertaining to the student's abilities and goals.

- 5.2. Individual Community Based Assessment/Internship Phase: **\$80.00 per hour for a maximum of \$1,120.00 per month.** This phase begins on the first day of the following month that the DVR SDOP for Internship/CBA placement is signed and continues through the conclusion of the internship.
- 5.3. Job Placement and Intensive Training Phase: **\$90.00 per hour for a maximum of \$1,350.00 per month.** This phase begins on the first day of the following month that the DVR SDOP for Job Placement and Intensive Training is signed and when the IPE is created.
- 5.4. Stabilization Outcome Payment: If Customer has attained paid employment in an integrated work setting and has achieved successful stabilization (as defined in Exhibit D, Section 2.11) no later than September 30 of the Customer's final school year, the Contractor will receive an additional **outcome payment of \$3,500.00.**
- 5.5. An additional **outcome bonus of \$1,000.00** shall be paid to the provider if:
  - 5.5.1. A client with any acuity level obtains stabilized employment (as defined in Exhibit D, Section 2.11) before graduation in June **or**
  - 5.5.2. A student who has been assessed with high acuity obtains stabilized employment (as defined in Exhibit D, Section 2.11) no later than July 31 of the Customer's final school year.
  - 5.5.3. Maximum outcome payment shall **not exceed \$4,500.00** for any student.
- 5.6. The County may adjust hourly rates based on available funding and rate limitations which align with the rates set by DDA. The County Developmental Disabilities Department will communicate any formal rate adjustment for School-to-Work services with the Contractor in writing or email at least thirty (30) days prior to adjusting the hourly rate. The communication will include the new rate, the date the new rate begins, and the justification for adjusting the hourly rate. The County will then update the Authorized Billable Rate chart for School-to-Work services, which can be found on Thurston County's Developmental Disabilities Guidelines webpage. The County also has the ability to consider and approve provider requests for supplemental support hours upon submission of a School-to-Work Additional Hours Request form.

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**STATEMENT OF WORK**  
**HIGH SCHOOL TRANSITION ADDENDUM**  
**Exhibit E**

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The services to be performed by the Contractor under this Agreement as described in Section 4 of this Agreement are set forth as follows:

**1. Service Definition**

High School Transition services, as defined for the purpose of this Agreement, shall be offered to individuals with developmental disabilities beginning no earlier than July 1 prior to the start of the new school year who reside in Thurston-Mason County, ages 19-21, who are enrolled in their final year of a high school, who have expressed an interest in working before/after graduation and who have applied for long-term support services through Developmental Disabilities Administration (DDA). Services provided through the High School Transition program will include vocational discovery and assessment, on-the-job training through an individualized Community Based Assessment/Internships, job development with the goal of paid employment in an integrated employment setting and identification of employment supports necessary for continued, stabilized employment upon graduation. The level of services provided will align with a student's demonstrated need, acuity, and service level (if/when the student establishes eligibility through DDA).

**2. Service Requirements**

High School Transition Services include, but are not limited to:

- 2.1. **Collaboration.** In partnership with the County High School Transition Coordinator, the Contractor will work with County staff to connect and collaborate with Thurston-Mason School District personnel, state agencies (such as DVR, DDA), employers and any other identified community partners to secure stabilized employment for students participating in this program on or before the last day of June of the student's final high school year.
- 2.2. Attending Individual Education Plan (IEP) meetings and providing information and resources to high school transition students, their families, and their teachers.
- 2.3. Attending school-based events (such as Back to School nights, career fairs, transition panels, parent-teacher conferences, etc.) to provide outreach and education to families regarding available services.
- 2.4. **Discovery and Assessment.** The Contractor shall gather information from the student and the student's home (parents, guardians, caregivers, etc.), school and community in order to address assessment questions and provide an accurate summary of marketable skills and supports needed. The Contractor shall locate, secure and place student into an integrated employment or other realistic work setting(s) in which the student performs work for a specified period of time with the direct provision of needed job supports and training to:
  - 2.4.1. Verify the student's unique work interests, abilities, and any competitive employment barriers related to communication, mobility, work skills, work tolerance/stamina, self-direction (cognition and learning), interpersonal skills, attitude, and behaviors.
  - 2.4.2. Provide student with opportunities to create a resume, develop interviewing skills, tour job sites, job shadow, and task sample.

- 2.4.3. Identify the nature and extent of the support(s) and accommodation(s) needed for the student to develop realistic and attainable employment goals and obtain and maintain competitive employment.
- 2.5. **Job Development and Job Placement.** The Contractor shall provide all services necessary to locate, secure, and place students participating in the High School Transition program into a paid, integrated, and competitive job prior to or upon graduation with placement goal of 100%. This goal will be achieved by:
- 2.5.1. Customizing job development based upon the student's employment goals and abilities, provide individualized, one-on-one job skills training and support at the supported employment site and consist of a work schedule of no less than 10 hours per week (unless otherwise agreed and authorized by the county).
  - 2.5.2. Providing job coaching assistance.
  - 2.5.3. Assisting the student and the employer in identifying natural supports in the workplace and developing a plan for achieving job stabilization with necessary supports and an appropriate plan for fading.
  - 2.5.4. Meet the employer's expected level of work productivity.
  - 2.5.5. Completing work site and task analysis for successful job matching.
- 2.6. **Monthly, Client Status Update and Event/Incident.** The Contractor shall submit Monthly High School Transition Progress Report for all Customers being served by this Agreement. The Contractor shall also submit Client Status Update Reports (as defined in Section 2.6.1 of this Provider Agreement) and Event/Incident Reports as required.
- 2.6.1. **Client Status Update and Event/Incident Reports** shall be submitted via secure email to the County within 2 business days of each occurrence, unless otherwise indicated (such as in the case of alleged abuse). Reporting a status update, event or incident consists of:
- a. The Customer's name, ADSA ID, and type of information being reported.
  - b. Notifying the County Transition Coordinator of any major concerns, issues, and/or any incidents involving the Customer, ensuring adherence to DDA Policy Manual, [State Mandatory Reporting Requirements](#) and Thurston-Mason County Incident Reporting Guidelines.
  - c. Notifying the County Transition Coordinator of potential CBA/Internship opportunities.
  - d. Notifying the County Transition Coordinator if the Customer elects to terminate services or if the Customer has a significant change in living circumstance or personal health.
  - e. CBA/Internship start and end date and a completed internship calendar documenting Customer's anticipated schedule.
  - f. Potential opportunities for paid employment.
  - g. Employment start date, employer's name/contact information, hourly wage, and any benefits the Customer may be entitled to receive.
- 2.6.2. **Monthly Reports** shall be submitted to the County and the DVR Counselor within 30 calendar days of the end of the reporting month and will consist of:



- a. Student name and ADSA ID number (if applicable), name of student's High School, employer or internship site name and dates of CBA/Internship.
- b. Contain 2-3 measurable (SMART) goals which will include clear steps for preparing the student for an internship or paid employment, address barriers to employment, and clearly identify steps needed to achieve student's goals.
- c. Signatures of both the contracted job coach and the student and/or the student's representative/guardian.

### 3. Service Authorization

This Agreement authorizes the County to supplement individual client or agency services via a written County Service Authorization to increase, improve and enhance High School Transition program outcomes. This includes, but is not limited to: Individual Technical Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, High School Transition related activities and any supplemental services approved by the County, DVR, or DDA. The County Service Authorization timeframe, scope of work, and reimbursement rate will be specified within the written County Service Authorization and must be signed by both the County and the Contractor prior to service delivery.

### 4. Compensation

For services performed hereunder, the Contractor shall not charge rates or fees for services provided in excess of those approved by the County.

- 4.1. Discovery and Job Preparation Phase: **\$75.00 per hour for a maximum of \$525.00 per month.** This phase includes intake, community job site and classroom observation, and coordination with the student, family, and teachers to obtain information pertaining to the student's abilities and goals.
- 4.2. Individual Community Based Assessment/Internship Phase: **\$80.00 per hour for a maximum of \$1,120.00 per month.** This phase begins on the date that the Internship/CBA placement begins and continues through the conclusion of the internship.
- 4.3. Job Development and Intensive Training Phase: **\$90.00 per hour for a maximum of \$1,350.00 per month.** This phase begins after the CBA/Internship has been successfully completed, if the Contractor and County have confirmed with the student that they are ready to begin Job Development. This will be accomplished through an Internship follow up meeting and in completion of the Service Delivery Outcome Report, which will be submitted to the County and/or DVR Vocational Rehabilitation Counselor, if the student is also accessing DVR services.
- 4.4. The County may adjust hourly rates based on available funding and rate limitations as set by DDA. The County Developmental Disabilities Department will communicate any formal rate adjustment for High School Transition services with the Contractor in writing or email at least thirty (30) days prior to adjusting the hourly rate. The communication will include the new rate, the date the new rate begins, and the justification for adjusting the hourly rate. The County will then update the Authorized Billable Rate chart for High School Transition services, which can be found on Thurston County's Developmental Disabilities Guidelines webpage. The County also has the ability to consider and approve

provider requests for supplemental support hours upon submission of a High School Transition Additional Hour Request form.

- 4.5. Stabilization Outcome Payment: If Customer has attained paid employment in an integrated work setting and has achieved successful stabilization by September 30 of the Customer's final school year, the Contractor will receive an additional outcome payment of \$3,500.00.

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**STATEMENT OF WORK**  
**JOB FOUNDATION (VALUE BASED PAYMENT) ADDENDUM**  
**Exhibit F**

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The services to be performed by the Contractor under this Agreement as described in Section 4 of this Agreement are set forth as follows:

**1. Service Definition**

Job Foundation (Value Based Payment Project) services, funded in partnership with Office of Superintendent of Public Instruction (OSPI), DVR, DDA and the County, were created to engage high school transition students, ages 19-20, who have established DDA eligibility earlier in targeted employment planning and connection. The Contractor shall work in collaborative partnerships with the County, school districts, students, families, and other community collaborators to complete the Job Foundation Report that includes actionable next steps for employment. The goal of this program is to increase the number of students completing high school transition programs with a job or secondary education connections.

**2. Terms and Definitions**

- 2.1. **Partnership Project** means collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21). Supports provided should complement and not replace what the student(s) receive through the Individualized Education Program (IEP).
- 2.2. **Competitive Integrated Employment** means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.
- 2.3. **Employment Outcome Payment** means document derived from [employment readiness activities](#) performed by transition students who are between ages 19 through 20 that identifies actionable next step for employment (Job Foundation document or report). The Contractor developing the Job Foundation report will be supporting transition students with employment activities for an average of 35 total hours throughout the development of a County/DDA approved Job Foundation Report and moves to the Job Development phase of employment activities.
- 2.4. **Job Foundation document** means the document derived from employment readiness activities performed by transition students and written by the Contractor that identifies actionable next steps for employment and supports needed for the student to successfully navigate the community and obtain/maintain paid employment.

**3. Service Requirements**

- 3.1. The Contractor must hold a current contract, in good standing, with the Division of Vocational Rehabilitation (DVR), which cannot be in provisional status. The Contractor

must also have a minimum of two (2) years' experience providing supported employment services to individuals with developmental disabilities.

- 3.2. Beginning no earlier than July 1 prior to the start of the new school year, the Contractor shall work directly with eligible students to complete a Job Foundation document/report per [DDA guidelines](#). Eligible students are DDA clients who were born between 9/1/04 through 8/31/05 (ages 19-20), who are currently enrolled in and attending school and who have completed an application to participate in the Job Foundation project which can be found on the County Best Practices website.
- 3.3. **Job Foundation Report** The Contractor shall collaborate with each eligible student, the student's family, school district staff, community job site supervisors and any employment service partners to complete the Job Foundation report. Completed reports shall be sent to the County coordinator at [hst.coord@co.thurston.wa.us](mailto:hst.coord@co.thurston.wa.us). Completion of the Job Foundation Report shall consist of information gathered from:
  - 3.3.1. In-person observations/interaction: The Contractor will use in-person observations of school activities and interactions with school staff and family to gather much of this information (such as internship sites, life skill classes, community outings, IEP meetings, etc.). A minimum of five separate face-to-face interactions is considered best practice. These are individualized services. Each time together will vary from one to several hours. For some students, sufficient information can be gathered from these sources so the Job Foundation document will prepare them for a DVR job placement plan.
  - 3.3.2. Community Based Assessment: For some students, placement in a short-term Community Based Assessment/Internship might be the necessary next step to gain accurate information about the person's skills and supports. The necessity for a Community Based Assessment will be determined based on the information the Contractor is able to obtain during in-person observations/interactions.
  - 3.3.3. Referral to and consultation with DVR: Next steps will be determined with the student and their support team, including rehabilitation counseling from DVR, if the student has expressed an interest in pursuing employment after graduation.
- 3.4. The Job Foundation Report shall contain recommendations from the Contractor that reflect actionable next steps for each skill area that will help students be successful in interviewing, learning, and maintaining a job in the community. The Contractor should have specific conversations with school staff and together identify any skill development/training that could be done during the school day (such as practicing alpha filing or handshakes) to build their vocational prep.
- 3.5. If the Contractor does not have the skilled capacity to provide these supports, Contractor recommendations for the student's DDA Case Resource Manager, the County and DVR should include a list of entities that will be contacted for that support, including technical assistance or training the provider will need to effectively serve the student in achieving employment and community involvement goals. This Agreement authorizes the County to supplement individual client or agency services via a written County Service Authorization to increase, improve and enhance Job Foundation program outcomes. This includes, but is not limited to: Individual Technical Assistance, Technical Assistance, Professional Development, Community Information and Education, Person Centered Planning Services, and any supplemental services approved by the County, DVR, or DDA.

- 3.6. Finalized and approved copies of the Job Foundation Report shall be provided to the student, the student's parents/guardians/caregivers, the student's teachers or school district staff, the student's DDA Case Resource Manager, the County and the student's DVR Vocational Rehabilitation Counselor (if applicable).

#### 4. Compensation

The Contractor shall return each completed Job Foundation Report to the County for review at [hst.coord@co.thurston.wa.us](mailto:hst.coord@co.thurston.wa.us). The County shall assess the report based on the criteria outlined in [DDA's Quality Review Tool](#). Job Foundation Reports rated as "Satisfactory" (18 total points or higher, based on the Quality Review Tool rating scale) shall be compensated in **one lump sum of \$2,400.00** per completed and accepted Job Foundation Report.

For completed Job Foundation Reports rated as "Unsatisfactory" (17 total points or lower, based on the Quality Review Tool rating scale), shall be returned to the Contractor with a request for revision and/or additional information from the Contractor.

For Job Foundation Reports that were unable to be completed (i.e. student terminated services or was unable or unwilling to participate in completion of the report after agreeing to services), the Contractor shall provide a detailed summary of the services and hours provided to the student and shall consult with the County for alternative, hourly compensation.

- 4.1. **Employment Outcome Payment.** Providers with transition students born between **9/1/03 through 8/31/04**, assessed as high acuity and authorized for Individual Employment services through DDA, may receive one (1) outcome payment if the student obtains a competitive, integrated job approved by the County. If the job is a minimum of ten hours of work per week, an additional amount will be included in the payment. Payment will be made following the final transition year upon verification of employment. Verification of employment to include, at minimum, employer, job start date, job type, rate of pay and hours worked per week. The payment amount will be based on if the job placement is:
- By September 30, one (1) payment of **\$1,500.00** or
  - Between October 1 and (1) December 31, one payment of **\$1,000.00** or
  - Between January 1 and March 31, one (1) payment of **\$500.00** or
  - Between April 1 and June 30, one (1) payment of **\$250.00**
  - An **additional payment of \$1,000.00** when the client is working ten hours of work per week or more.