

1. Definitions

- a. "Authorization for Purchase (AFP)" means the formal DVR fiscal document that officially identifies and authorizes a DVR Contractor to deliver a specific service.
- b. "CRP" or "Community Rehabilitation Program", means a provider which provides vocational rehabilitation service to individuals with disabilities to enable those individuals to maximize their opportunities for employment.
- c. "Contractor" means XX County.
- d. "County" means the political subdivision of the State of Washington, named above, performing services pursuant to this Program Agreement and includes the County's officers, employees, and authorized agents.
- e. "County Coordinator" means the official developmental disabilities program coordinator or their designee.
- f. "DDA" means the Developmental Disabilities Administration.
- g. "DVR" means Department of Social and Health Services, Division of Vocational Rehabilitation.
- h. "DVR Counselor(s)" means the Vocational Rehabilitation Counselor(s) assigned to the School-to-Work Student through the DVR eligibility process.
- i. "Extended Services" means ongoing support services and other appropriate services provided to support a Student with a most significant disability in employment as a means to bridge employment support between stabilization and long term services.
- j. "Individual Plan for Employment (IPE)" means a DVR form that documents important decisions about vocational rehabilitation services for a Student as defined in WAC 388-891-1115. The decisions documented on the IPE include, but are not limited to:
 - (1) The employment outcome the Student plans to achieve;
 - (2) Each major step needed to accomplish the employment outcome;
 - (3) The Student's responsibilities in accomplishing each step of the plan;
 - (4) DVR's responsibilities in assisting the Student to accomplish each step of the plan;
 - (5) Vocational Rehabilitation (VR) services needed to complete each step; and
 - (6) Terms and conditions the Student and the DVR Counselor agree are required for continued support from DVR.
- k. "Intensive Training Services" means individualized, one-on-one job skills training and support provided at the supported employment job site to enable a Student to:

- (1) Attain Job Stabilization;
 - (2) Meet the employer's expected level of work productivity; and
 - (3) Transition to Long-Term Services provided by an entity other than DVR.
- I. "Job Foundation" – The Job Foundation and Value Based Payment Project is intended to engage students earlier in targeted employment planning and connection; increase partnerships with school staff to complete student's Job Foundation report with actionable next steps; and increase the number of students completing transition programs with a job or secondary education connection.
- (1) Job Foundation Report should include all information necessary for DVR Counselor to complete the vocational assessment.
 - (2) Job Foundation process and comprehensive report may replace the need for a School-to-Work Assessment.
 - (3) Additional assessment may be required and determined by the Student's Team should the Job Foundation report not provide sufficient information to establish an employment goal for the Student.
- m. "Job Placement" means locating, securing, and placing a Student into competitive integrated employment that is mutually agreed upon by the DVR Counselor, the Contractor, and the Student or the Student's Team.
- n. "Job Stabilization" means the DVR Student, the employer, the DVR Counselor and the Contractor mutually agree that a Student placed in a Supported Employment position has demonstrated and maintained satisfactory on-the-job performance and has the quantity and type of long-term employment supports available from DVR extended services or other long term support providers that are needed to maintain satisfactory on-the-job performance.
- o. "Long Term Services" means ongoing support services provided by an entity other than DVR after the Student attains employment and exits DVR School-to-Work services.
- p. "Monthly Reports" means progress reports that are to be filled out on a monthly basis and shared with the Student's Team to demonstrate progress towards employment and summarize monthly work being done on behalf of the Student.
- q. "School-to-Work" means a seamless transition for students with intellectual/developmental disabilities from school to adulthood through employment services and connecting students to the necessary resources for success.
- r. "School to Work Assessment" means
- (1) Identify a Student's unique work interests, abilities, and any competitive employment barriers related to communication, mobility, work skills, work tolerance, self-direction (cognition and learning), and interpersonal attitudes, skills, behavior, or self-care, etc.; and

(2) Identify the nature and extent of support(s) and accommodations needed for the Student to obtain and maintain competitive integrated employment.

- s. "Service Delivery Outcome Plan (SDOP)" is a written plan jointly developed by the Student, DVR, DVR Counselor, and CRP representative for obtaining School-to-Work services. The details of the agreement are tailored to the unique needs of the Student and documented.
 - t. "Service Delivery Outcome Report (SDOR)" is a required report completed by the Contractor providing detailed documentation of how the Contractor met the expectations agreed upon in an SDOP and this Contract for the services provided to a specific Student.
 - u. "Student" means a student with an intellectual/developmental disability age 20 to 21 who will be exiting their final year of their high school transition program in the 2024-2025 academic year.
 - v. "Student Guide" means a guide designed for Students and/or parent(s)/guardians to house School-to-Work related documentation, information, assessments, activity logs, and notes. This guide is a Student's 'roadmap' to ensure key activities and milestones are completed and organized.
 - w. "Student's Team" means any combination of people, including, but not limited to; educators, CRPs, the Student's Legal Representative or Guardian, County Staff, DVR Counselor(s) who support a Student as they move towards Job Placement and Job Stabilization.
 - x. "Subcontractor" means a Community Rehabilitation Program that the Contractor has separately chosen to perform all or a portion of the duties and obligation that the Contractor is obligated to perform pursuant to this Contract.
- 2. Purpose.** The purpose of this agreement is to provide School-To-Work services through collaboration with the Contractor to provide employment related services to Students that will lead to community-based jobs as they exit their high school transition program.
- 3. Period of Performance.** The period of performance for this Contract shall begin July 1, 2024 and end September 30, 2025.
- 4. General Requirements.** The Contractor must perform the minimum expectations below in conducting the services of this Contract:
- a. Provide all services of this Contract in a manner and setting(s) that meet the requirements of [Washington State DSHS Administrative Policy 7.02](#).
 - b. Arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA) unless the cost involved would cause an undue hardship (significant difficulty or expense) for the Contractor. Determination of what constitutes an undue hardship will be made on a case-by-case basis, relative to the Contractor's overall resources.

- (1) If an undue hardship does exist, the DVR School-To-Work/Transition Program Manager or their designated representative may authorize paying for interpreter services and/or translation services apart from the contracted fee for service.
 - (2) Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Students who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.
- c. Contractor is responsible for addressing cultural, language, and technological accessibility for all Students to the best of their abilities when performing the services under this Contract.
- d. Eligibility: Student must meet the following criteria:
- (1) DDA-eligible.
 - (2) DVR-eligible.
 - (3) Intends to stay in school through their last year of their transition program.
 - (4) Student's last year of transition must be during the 2024-2025 academic year.
 - (5) Between ages 20-21.
 - (6) Have an Individualized Education Plan (IEP).
 - (7) Establish a DVR Individual Plan for Employment (IPE) with an employment goal that requires Extended Services as needed and Long-Term Services in order to be achieved. This requirement must be completed by the end of the School-to-Work Intake and Assessment Phase per section 5, Statement of Work.
- e. Meetings must be held in the format best suited for the Student. If all parties are not able to attend meetings in person, use of telephone or video conferences is encouraged to complete the process in a timely manner.
- f. Contractor must keep all Students enrolled in School-to-Work through the duration of the Student's last year of their transition program, regardless of outcome and/or Stabilization, unless Student chooses to exit the program of their own volition or due to unforeseeable circumstances and is mutually agreed upon by the Student's Team.
- (1) Should a Student exit early for any reason, Contractor must document the departure in Exhibit D – School-to-Work Student Data. See Section 6, Deliverables for further instruction.
- g. Service Delivery Agreement: The Contractor's delivery of VR services specified in this agreement will begin upon the completion and signing of the agreed upon SDOP.

- h. Service Delivery Payment: The Contractor will be paid upon completion and submission of the required documentation demonstrating completion of each of the three phases for each Student as outlined in Section 5, Statement of Work.
- i. Service Delivery Method: This Contract will offer two options for service delivery; the Student Guide Method, or SDOR (and other required documentation) Method. The Contractor shall determine which method of service delivery they will utilize for all Students throughout the duration of this Contract and confirm with the DVR School-to-Work Transition Program Manager prior to execution of this Contract. See Section 6, Deliverables for further instruction.
 - (1) Student Guide Method: The Contractor will provide and document all services in accordance with the instructions outlined in the Student Guide. Should the Contractor choose this option, Student Guides shall be provided by the DVR School-to-Work Transition Program Manager or designated representative.
 - (2) SDOR (and other required documentation) Method: The Contractor will provide and document all services through the utilization of the Service Delivery Outcome Report and other required documentation. Should the Contractor choose this option, documents shall be provided by the DVR Counselor assigned to each Student.

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

Services shall be sorted into the following three phases:

School-to-Work Intake and Assessment Phase.

Job Placement Phase.

Employment Phase.

- a. School-to-Work Intake and Assessment Phase. The intent of this phase is to bring the Student and the Student's Team together to determine if enough information is available to establish an employment goal, establish the employment goal, and build an individualized roadmap of the Student's transition from their education to meaningful community employment. This shall be accomplished through the following objectives:
 - (1) Intake
 - (a) At a minimum, the Contractor shall invite the Student, the Student's legal representative or guardian (unless they are their own), the CRP, and the DVR Counselor together to:
 - i. Complete intake forms as needed, including the SDOP.
 - ii. The Student's Team determines if there is enough information to establish an employment goal, or if additional assessment is needed to establish the employment goal.

iii. The Student's Team shall outline how additional assessment will occur, including additional meeting time.

(b) The employment goal is established and documented.

i. Determine what Job Seeker Tools are needed for the Student's employment goal.

(2) Assessment

(a) If applicable, review the Job Foundation report and determine if there is enough information to establish an employment goal based on the following assessment criteria:

i. History of school attendance and reliability;

ii. Behavior support or potential strategies;

iii. Student Communication skills;

iv. Student learning preferences;

v. Student's personal hygiene;

vi. Potential job safety concerns;

vii. Student stamina/endurance;

viii. Student social skills;

ix. Demonstrated skills and task performance;

x. Transportation needs; and

xi. Work preferences and interests.

(b) If there is enough information, Contractor must write an executive summary of the Job Foundation report with recommendations of an employment goal; or

(c) If there is not enough information, Contractor must complete the School-to-Work Assessment that addresses the above assessment criteria by locating, securing, and placing the Student into a paid employment setting(s), 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.

b. Job Placement Phase. The intent of this phase is to provide the Student with the tools they will need to find and secure meaningful community employment based on their employment goal. The Contractor shall provide all services necessary to locate, secure, and place a Student into competitive integrated employment that is mutually agreed upon by the Student's Team. Specific placement expectations shall be outlined on the DVR SDOP for Job Placement and Intensive Training.

Placements less than 10 hours: Job placement goals that are less than 10 hours per week shall be approved in advance by the appropriate DVR Vocational Rehabilitation Supervisor in consultation with the Student's Team.

(1) Job Seeker Tools

- (a) Contractor shall create a resume and cover letter for the Student, or additional options per the Student's needs such as videos, PowerPoint (or comparable applications), and/or portfolios.
- (b) Contractor may also develop other materials as it pertains to the Student's individualized pathway to employment such as a letter of recommendation, create and/or update LinkedIn page or other social media, etc.

(2) Job Offer

- (a) If the Student received the job offer, Contractor must provide details of the job offer including the following:

- i. The Student's Employment Goal;
- ii. Job Title;
- iii. Start Date;
- iv. Job Duties;
- v. Expected Weekly Hours;
- vi. Starting Wage;
- vii. Location;
- viii. Transportation Consideration;
- ix. Benefits Package; and
- x. Potential Training Services and Date/Additional Info.

- (b) If the Student rejected the job offer, Contractor must provide the reason(s) why the Student rejected the job offer.

- i. Details must include the above-mentioned criteria or how the job did not meet their individualized employment goal.

- c. Employment Phase. The intent of this phase is to verify, stabilize, and maintain meaningful community employment.

(1) Employment Verification

- (a) Contractor shall submit one of the following methods of verification of employment after Student's first day of employment.

A letter or other documentation agreed upon with DVR, signed by the employer, verifying Student's first day of paid employment in a permanent, integrated, and competitive job; or

A copy of the Student's pay statement; or

Information from employer database systems indicating the Student's start date or wage; and

Any additional details requested on the SDOP.

(2) Intensive Training Services

(a) Intensive job training expectations shall be outlined by the Student's Team. The Contractor shall provide individualized, one-on-one job skills training and support at the supported employment job site that will enable a Student to:

- i. Achieve job stabilization in on-the-job performance, with job supports and services, and a fading plan;
- ii. Meet the employer's expected level of work productivity; and
- iii. Transition to Extended Services as needed and Long-Term Services.

(3) Stabilization

(a) Stabilization is achieved when the Student's Team and their employer agree that the Student has demonstrated and maintained satisfactory on-the-job performance and has long-term supports in place.

(b) Job stabilization is determined for each Student in supported employment based on their unique circumstances. The VR Counselor determines that the Student's work performance is stabilized with input from the Student, employer and extended service provider when:

- i. The Student has reached the agreed-upon goal for the number of weekly hours worked, unless the Student and the VR Counselor agree that the job represents substantial and suitable employment.
- ii. The Student has reached a maximum level of on-the-job employment and meets employer expectations.
- iii. The supports available are adequate for the Student to maintain stable employment and meet the employer's expected level of work productivity.
- iv. The Student has long-term employment supports available or in process and is able to transition to these services to maintain job stability.

(c) Once achieved, a Stabilization Report must be completed for the Student.

(4) Extended Services

- (a) DVR shall provide Extended Services needed by the Student until DDA funds are available.
- (b) Extended Services funded by DVR shall be outlined on the DVR Extended Support SDOP.
 - i. Maximum 26 hours per month at the hourly rate of \$105.00
 - (A) If more than 26 hours per month are needed for a Student, the DVR Counselor must document the requirement for more service hours and staff the case with their supervisor to request an exception to this maximum.
 - (B) Exceptions may be made on a case-by-case basis and must be submitted and approved by the DVR School-to-Work Transition Program Manager or designated representative.

6. Deliverables. The Contractor shall demonstrate completion of activities for payment through the following reporting methods. Submissions should be written in language that directly addresses the Student and shall continue for 90 days beyond the Student's stabilization, or until DVR case closure. The Contractor shall submit the required monthly summary to the assigned DVR Vocational Rehabilitation Counselor for each Student who is served by this Contract.

- a. Required for All Contractors: At a minimum, the Contractor shall submit the following deliverables to demonstrate completion of the required services:
 - (1) Intake and Assessment Phase
 - (a) Intake – Signed SDOP & Roles and Responsibilities of the Student's Team.
 - i. Roles and Responsibilities of the Student's Team will include;
 - (A) Team member's role.
 - (B) Team member's contact information including name, email, and phone.
 - (C) Team member's responsibility to the Student.
 - (b) Assessment – Employment Goal is established, demonstrating how it was reached.
 - (2) Job Placement Phase
 - (a) Job Seeker Tools – Resume and Cover Letter (Video, PowerPoint, Portfolio, etc.).
 - (b) Job Offer – Documentation/Details of a Job Offer as stated in Section 5 – Statement of Work.
 - (3) Stabilization Phase

- (a) Employment Verification – Documentation/Details of a Job Start.as stated in Section 5 – Statement of Work.
- (b) Stabilization – Stabilization Report.as stated in Section 5 - Statement of Work.
- (4) Data Sharing and Reporting - DVR is tracking the progress and success of the School-to-Work program to ensure the program is available to all Students who meet eligibility requirements across the state. In order to accomplish this, the Contractor must submit Exhibit D – School-to-Work Student Data.
 - (a) Exhibit D incorporates the following required data elements:
 - i. Number of Students identified as eligible for School-to-Work in county or counties served. If the Contractor coordinates services for more than one county, the Contractor shall submit data for each county.
 - ii. Number of Students identified by race/ethnicity.
 - iii. Number of Students enrolled with DVR.
 - iv. Number of Students employed.
 - v. Number of Students who exited School-to-Work early.
 - vi. Reason for Student exiting early.
 - vii. Number of Students who exited School-to-Work/DVR employed and transferred into Extended Services with DDA.
 - viii. Number of Students transferred into Adult Services or Job Placement with DVR.
 - (b) Exhibit D must be submitted a total of three (3) times to the DVR School-to-Work Transition Program Manager throughout the course of the transition year following the below schedule and with the appropriate tab completed:
 - i. The "July 1st, 2024" tab shall be submitted on July 1st.
 - ii. The "December 31st, 2024" tab shall be submitted on December 31st.
 - iii. The "June 30th, 2025" tab shall be submitted on June 30th.
 - (c) If the above dates fall on a State-recognized holiday or weekend, Contractor may submit Exhibit D on the nearest workday prior to the due date.
- (5) Successful Job Outcome Report – DVR is tracking Student success within the School-to-Work program. In order to accomplish this, the Contractor must submit the "Successful Job Outcome Report" tab of Exhibit D – School-to-Work Student Data one (1) time for each county the Contractor serves at the end of the transition year.

(a) The “Successful Job Outcome Report” tab incorporates the following required data elements:

- i. Name of Student;
- ii. Name of Student’s school district;
- iii. Whether Job Placement was achieved;
- iv. Whether Job Placement aligns with the Student’s employment goal;
- v. Name of the employer;
- vi. Date of Student’s first day of employment;
- vii. Industry Student is working in;
- viii. Student’s job title;
- ix. Expected weekly hours;
- x. Student’s hourly wage; and
- xi. Student’s benefits package, if applicable.

(6) Success Story – DVR shall share the progress and success of the School-to-Work program. In order to accomplish this, the Contractor must submit Exhibit E – Success Story with a DSHS Personal Information Release (DSHS 16-178) and DSHS Photo Release (DSHS 16-235). Should the Contractor not have an individual Student success story, the Contractor may submit a success story within their county that exhibits growth and/or success in transition services for Students.

(a) Exhibit E incorporates the following:

- i. The first name of the Student;
- ii. The county the Student participated in School-to-Work;
- iii. A minimum of two-hundred and fifty (250) words describing the Student’s journey through the School-to-Work program. This may include, but is not limited to;
 - (A) Job placements;
 - (B) Movement towards community employment;
 - (C) Personal challenges the Student was able to overcome;
 - (D) Getting connected to valuable community resources;

(b) Exhibit E must be submitted one (1) time per county served to the DVR

School-to-Work Transition Program Manager by the Contract end date.

- (c) Contractor may reach out to the School-to-Work Transition Program Manager for additional support with this exhibit.
- b. Contractor-Chosen Deliverables: Contractor shall choose one of the below options for all Students throughout the duration of this Contract as outlined in Section 4 – General Requirements.
 - (1) Student Guide
 - (a) The Contractor shall submit a copy of the Student Guide to the Student's Team at the end of each month demonstrating the progress of the Student's transition year via completion of the Monthly Progress Reports section.
 - (b) The Contractor shall submit an invoice to the DVR Counselor upon completion of each payment point for each Student as demonstrated in the Student Guide, utilizing Exhibit F - School-to-Work Billing Checklist for Student Guide, provided by the School-to-Work Transition Program Manager or designated representative.
 - (c) Contractor shall submit a minimum of three (3) invoices for all payment points for each Student.
 - (2) SDOR (and other required documentation)
 - (a) The Contractor shall submit a copy of the SDOR and other required documentation to the DVR Counselor at the end of each month demonstrating the progress of the Student's transition year.
 - (b) The Contractor shall submit an invoice to the DVR Counselor upon completion of each payment point for each Student as demonstrated in the SDOR.
 - (c) Contractor shall submit a minimum of three (3) Service Delivery Outcome Reports for all payment points for each Student.

7. Monitoring.

- a. The Department of Social and Health Services, Division of Vocational Rehabilitation is required to maintain a contract administration system which ensures that Contractors perform in accordance with the terms, conditions, and specifications of their Contracts. DVR manages and monitors its contracts through conducted risk assessments and monitoring plans. Authority to conduct such reviews is provided by Title 2 of the Code of Federal Regulations (CFR), 34 CFR 80.36, OFM SAAM Policy 16.20.55, DSHS Administrative Policies No. 13.11 and 19.50.30.
- b. Program Progress: DVR School-to-Work Transition Program Manager shall work with the Contractor to plan quarterly meetings that may include Contractors, CRP service providers, DVR staff and DDA representatives. The gathering of partners will allow discussion of the program process and encourage methods to improve

effectiveness of services.

DVR School-to-Work Transition Program Manager or designee shall be responsible for arranging the time, place, and specific agenda items for these meetings in coordination with the Contractor.

- (1) Contractor shall invite DVR partners to attend local County-initiated service provider meetings. DVR partners may include local DVR Counselors, supervisors, and School-to-Work staff.

- c. Student Progress: DVR School-to-Work Regional Transition Program Specialist shall work with Counties to plan meetings no less than semi-annually which shall include Contractors, to allow discussion of student progress and support methods to ensure Students are receiving adequate services to obtain employment.

8. Subcontractors.

- a. All subcontractors utilized by the Contractor in delivery of direct services described in this agreement shall hold a current DVR Community Rehabilitation Program (CRP) contract in which they provide the following services:

- (1) Community-Based Assessments; and
- (2) CRP Job Placement; and
- (3) CRP Intensive Training Services.

- b. Subcontracts

- (1) Copies of proposed subcontracts between the Contractor and subcontracted CRPs shall be provided to DVR School-to-Work Transition Program Manager for approval or modification prior to the start date of this agreement; OR
- (2) Within seven (7) calendar days of start date of the subcontract if its execution is after the start date of this agreement.

- 9. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$14,000 per Student. This is a comprehensive rate for each service and takes into account the administrative costs associated with operating the program as well as the actual costs of each service, and shall be based on the following:

- a. School-to-Work Intake and Assessment Phase – A total payment of \$5,000 per Student shall be paid to the Contractor when the individual Student has completed the following activities:

- (1) Intake Meeting: Paid upon receipt of an invoice and a written report in the Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$3,000 per Student.
- (2) Assessment: Paid upon receipt of an invoice and a written report in the

Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$2,000 per Student.

- b. Job Placement Phase – A total payment of \$3,000 per Student shall be paid to the Contractor when the individual Student has completed the following activities:
 - (1) Job Seeker Tools: Paid upon receipt of an invoice and a written report in the Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$1,000 per Student.
 - (2) Job Offer: Paid upon receipt of an invoice and a written report in the Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$2,000 per Student. A job offer is payable once upon receipt of the offer regardless of whether or not the Student accepts the job offer.
 - (3) If a Student with a placement goal of 10 hours per week or more accepts a placement for less than 10 hours per week, an exception for payment may be granted with approval of the appropriate DVR Supervisor. This approval shall be in consultation with the team including the Student, Student's Family (as applicable), DVR Counselor, CRP, and County staff.
- c. Employment Phase – A total payment of \$6,000 per Student shall be paid to the Contractor when the individual Student has completed the following activities:
 - (1) Employment Verification: Paid upon receipt of an invoice and a written report in the Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$1,000 per Student.
 - (2) Job Stabilization: Paid upon receipt of an invoice and a written report in the Student Guide or the Service Delivery Outcome Report. The total billable amount for this activity is \$5,000 per Student.

10. Billing and Payment

- a. The Contractor shall submit no less than three (3) separate original invoices to the assigned DVR Vocational Rehabilitation Counselor for each Student who is successfully served by this Agreement.
 - (1) At a minimum, one invoice per phase as outlined in Section 5, Statement of Work.
 - (2) Invoices may only be submitted to DVR upon the successful completion of an activity outlined in the SDOP.
 - (3) Student Guide Option: Contractor must submit a copy of the School-to-Work Billing Checklist for Student Guide with the invoice for payment.
- b. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the designated DVR VR Counselor of the properly completed invoice. Payment shall be sent to the address designated by the Contractor on page one (1) of this Agreement.

- c. DSHS may at its sole discretion, withhold payment claimed by the Contractor for services rendered if the Contractor fails to satisfactory comply with any term or condition of this Agreement.

11. Insurance - Self-Insured

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

- (1) The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

- (2) The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

12. Investigations of Contractor or Related Personnel

- a. DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

- (1) Result in a conviction for violating a local, state or federal law.

- (2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS Students.

- b. DSHS may also take other lesser action, including, but not limited to, disallowing a staff member, employee, or other individual associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS Students, until the investigation is concluded and a final determination made by the investigating agency if inconclusive or unsubstantiated.

13. Removal of Individuals from Performing Services

- a. In the event that any of the Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor remove such individual from providing services to DSHS Students under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within 24 hours, remove that individual from providing direct services to DSHS Students. Failure to do so may result in a Corrective Action Plan.

14. Compliance with Corrective Action Plan

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may establish a Corrective Action Plan. When presented with a Corrective Action Plan, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

15. Order of Precedence in DVR Process

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

16. Disputes

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

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

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

- c. The Director may appoint a designee to review the disputed issue.
- d. A request for dispute resolution shall include:

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

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

Special Terms and Conditions

- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - n. “Trusted Network” means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:
- a. A documented security policy governing the secure use of its computer network and systems, and

Special Terms and Conditions

which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

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

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

Special Terms and Conditions

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

- 5. Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other

Special Terms and Conditions

authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Special Terms and Conditions

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

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

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

h. Data stored for backup purposes.

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

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

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

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

- (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
- (b) The Data will be Encrypted while within the Contractor network.
- (c) The Data will remain Encrypted during transmission to the Cloud.
- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

Special Terms and Conditions

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

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

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

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

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

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
 - (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
 - (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

Special Terms and Conditions

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

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

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