

2024

Skagit County  
Developmental  
Disabilities

# Employment & Community Inclusion Services



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## 1.0 PURPOSE

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

The purpose of this program implementation guide is to provide an overview of County service policies, procedures, and requirements related to the implementation of County-funded employment and community inclusion services.

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

## 2.0 MODIFICATION

This guide provides a summary of State and County policy, procedures, and references applicable to State and Federal laws. The implementation guide may be amended to reflect policy changes as needed. A contract amendment is not required.

## 3.0 DEFINITIONS OF TERMS

Acuity Level:	The level of a Client's abilities and needs as determined through the DDA assessment.
ALTSA Web Access:	Web based portal to the DDA CARE system designed to support county services for DDA Clients.
Additional Consumer Services:	Refers to indirect Client service types as follows: <ol style="list-style-type: none"><li>1. "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed to promoting public awareness and involvement; and community consultation, capacity building and organization activities.</li><li>2. "Training": To increase the job-related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also, to enhance program related skills to board or advisory board members.</li><li>3. "Other Activities": reserved for special project and demonstrations categorized into the following types:<ol style="list-style-type: none"><li>a. Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client in not of working age. Examples</li></ol></li></ol>

include planning services like generic job development e.g. “Project Search”.

- b. Start-up Projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
- c. Partnership Project: 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).

ADSA:	Aging & Disability Services Administration
Authorized User:	An individual with an authorized business requirement to access DSHS Confidential Information
BARS:	Budget and Accounting Reporting System. Master classification of balance sheet, revenue and expenditure /expense accounts.
CMIS:	Case Management Information System
Client:	A person with a developmental disability as defined in chapter <a href="#">388-823</a> WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.
Competitive	
Integrated Employment:	Work performed by a client on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The Client 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.
Consumer Support:	Refers to direct Client service types:
Community Inclusion (CI):	Individualized services provided in integrated community setting with other people without disabilities. The activities are based on client interests and provide opportunities typically experienced by people of similar age. The activities occur in the client’s local community and are accessible by public transit or a reasonable commute from the client’s home. The goal of the service is to support clients to participate, contribute, and develop relationships with people who are not paid staff.

Child Development Services (CDS): Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

Individual Supported Employment (IE): Services are a part of a client's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

Individualized Technical Assistance (ITA): Services are a part of a client's pathway to individual employment or community inclusion. This service provides assessment and consultation to the provider to identify and address existing barriers to employment or community inclusion services to Clients who have not yet achieved their goal.

Group Supported Employment (GSE): Services are a part of a client's pathway to integrated job in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with developmental disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

Confidential Information:

Information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential information includes but is not limited to personal information.

Contractor:

A Provider that delivers specified services under contract with the Skagit County Public Health and Community Services, Developmental Disabilities Program

County:

The political subdivision of the state of Washington and the county or counties entering into a Program Agreement with DDA/DSHS.

CRM:

DDA Case Resource Manager for DDA Clients.

CSA:

County Service Authorization, an authorization for county services.

DD:

Disability attributable to intellectual disability, cerebral palsy, epilepsy, autism, or another neurological or other condition of an individual found by the secretary to be closely related to an intellectual disability or to require treatment similar to that required for individuals with intellectual disabilities, which disability originates before the individual attains age eighteen, which has continued or can be expected to continue indefinitely, and which constitutes a substantial limitation to the individual.

DDA:	Developmental Disabilities Administration within DSHS.
DDA Region:	The regional DDA office that supports DDA Clients.
DVR:	Division of Vocational Rehabilitation within DSHS.
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.
Employment Outcome Payment:	Payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific timeframe. If the job is a minimum of ten hours of work per week an additional amount will be included in the payment.
Functional Assessment:	Observing a client, reviewing information about the client, and collecting data about the client to: <ol style="list-style-type: none"> <li>1. Determine relationships between antecedents and behaviors;</li> <li>2. Identify reinforcing consequences; and</li> <li>3. Form a hypothesis about why a behavior continues to be used</li> </ol>
General Terms and Conditions:	The Contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.
HCBS:	Medicaid-funded services received through 1915c Waiver, 1915I Community First Choice State Plan Program, or Monty Follow the Person grant (Roads to Community Living program) <p>Must have the following qualities, based on the needs of the client as indicated in their person-centered service plan:</p> <ul style="list-style-type: none"> <li>Seek employment and work in competitive integrated settings;</li> <li>Engage in community life;</li> <li>Control personal resources; and</li> <li>Receive services in the community to the same degree of access as people who do not receive HCBS</li> </ul> <p>The service setting:</p> <ol style="list-style-type: none"> <li>1. Is selected by the client from options that include non-disability specific settings and an option for a private unit if the client is receiving residential services;</li> <li>2. Is identified and documented in the client’s person-centered service plan and based on the client’s needs, preferences, and, for residential settings, resources available for room and board;</li> <li>3. Ensures the client’s rights of privacy, dignity and respect, and freedom from coercion and restraint</li> </ol>

4. Supports, or does not limit, individual initiative, autonomy, and independence in making life choices, including but not limited to, daily activities, physical environment, and with whom to interact; and
5. Facilitates individual choice regarding services and supports, and who provides them.

Integrated setting:	A typical community setting that: <ol style="list-style-type: none"> <li>1. Is not designed specifically for people with disabilities;</li> <li>2. Hires a diverse workforce through a typical hiring process; and</li> <li>3. Pays minimum wage or better.</li> </ol>
Job Foundation Report:	A document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.
Living wage:	The amount of earned wages needed to enable a client to meet or exceed their living expenses.
Hardened Password:	A string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
PASRR:	Pre-Admission Screening and Resident Review means individuals with intellectual disabilities or related conditions (ID/RC) who have been referred for nursing facility care.
PCSP:	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.
Positive Behavior	A plan designed to: <ol style="list-style-type: none"> <li>1. Strengthen or improve a client’s existing adaptive behaviors and skills;</li> <li>2. Expand the client’s existing adaptive behaviors and skills to new tasks or skills;</li> <li>3. Teach the client new, adaptive behaviors and skills’</li> <li>4. Provide supports to the client;</li> <li>5. Modify, reduce, and eliminate situations in the environment known to reinforce, setup, or cause target behaviors; and</li> <li>6. Reduce or eliminate the use of target behaviors</li> </ol>
Service Provider	The person or agency providing program services as contracted for by the County authority providing DDA-funded employment and day program services.

Supported



Employment Services: Individual Employment or Group Supported Employment. These services support client to pursue or maintain gainful employment in integrated settings in the community. Supported employment occurs in a variety of integrated business environments and includes:

1. Minimum wage or higher;
2. Support to obtain and maintain jobs; and
3. Promotion of career development and workplace diversity.

Support Plan

Quality Assurance An adherence to all Program Agreement requirements, including DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality and practice.

Quality Improvement: A focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality, and practice.

RCW: Revised Code of Washington

Service Provider: A qualified Client service vendor who is contracted to provide Employment and Day Program Services.

WAC: Washington Administrative Code

Working Age Adults: Clients aged 21-61

Workforce Innovation and Opportunity Act (WIOA): A federal law that aims to strengthen the public workforce system.

#### 4.0 APPLICABLE POLICIES, LAWS, & REGULATIONS

The Contractor will provide employment and community inclusion services to persons determined eligible by DSHS/DDA in accordance with the following policies, laws, and regulations and will comply with all applicable federal state and local laws, rules, and regulations in implementing this contract. These policies should be reviewed annually to maintain compliance of your contract.

##### A. Federal Law

- ❖ Americans with Disabilities Act (ADA) [Americans with Disabilities Act | U.S. Department of Labor \(dol.gov\)](#)
- ❖ Individuals with Disabilities Education Act (IDEA) <http://idea.ed.gov/>
- ❖ Fair Labor Standards Act (FLSA) ([Wages and the Fair Labor Standards Act | U.S. Department of Labor \(dol.gov\)](#))
- ❖ Rehabilitation Act of 1973 [The Rehabilitation Act of 1973 | U.S. Equal Employment Opportunity Commission \(eoc.gov\)](#)
- ❖ Home and Community-based Settings [Home & Community Based Settings Requirements Compliance Toolkit | Medicaid](#)
- ❖ Working Innovation and Opportunity Act WIOA [WIOA U.S. Department of Labor](#)

**B. Revised Code of Washington**

26.44	Abuse of Children
39.12.022	Exception to prevailing rate
42.56	Public Records Act
43.43.830 - 845	Background Checks
49.17	Washington Industrial Safety & Health Act
71A.14.070	Confidentiality of Information, Oath
74.15.030	Background Checks
74.34	Abuse of Vulnerable Adults

**C. Washington Administrative Code**

296-24	General Safety & Health
296-62	General Occupational Health Standards
299-227	Sub Prevailing Wage Certificate
388-823	Developmental Disabilities Administration Eligibility
388-825	Developmental Disabilities Administration Service Rules
388-845	Home and Community Based Waivers
388-828-9200	Employment Acuity Score
388-828-9325	Employment Service Level
388-828-9300	Community Access Service Level
388-850:	Program Operations, General provisions
388-06	Background Checks
388-845	HCBS Waiver definitions

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

- a. [Policy 5.01 Background Check Authorizations](#) 3/15/2024
- b. [Policy 5.03 Client Complaint and Grievance Response Standards](#) 7/1/2024
- c. [Policy 5.05 Limited English Proficient Clients](#) 7/15/2013
- d. [Policy 5.06 Client Rights](#) 7/15/2013
- e. [Policy 5.13 Protection from Abuse: Mandatory Reporting](#) 7/1/2024
- f. [Policy 5.14 Positive Behavior Support Principles](#) 7/1/2023
- g. [Policy 5.15 Restrictive Procedures: Community](#) 7/1/2023
- h. [Policy 6.08 Incident Management and Reporting Requirements for County and County-Contracted Providers](#) 12/15/2023
- i. [Policy 6.13 Provider Qualifications for Employment and Day Services](#) 12/15/2023

**E. County Guidelines**

Please see

[https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

**F. County Criteria for Evaluation**

Please see Counties Best Practices website, Administrative Reference Section:

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

**5.0 ORDER OF PRECEDENCE**

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

- A. Applicable federal, state, and local law, regulations, rules, and ordinances
- B. This agreement
- C. Any document incorporated in the Agreement by reference.

**6.0 HEALTH, SAFETY, & INDIVIDUAL RIGHTS**

**6.1 Background Checks**

All DDA service providers, service provider employees, administrators, owner-administrator, subcontractors, volunteers, and any other employee who may have unsupervised access to a DDA client must have a background check.

A background/criminal history clearance is required every three years for all employees, subcontractors, and/or volunteer who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030 and chapter 388 WAC.

A person must not work in a position where they may have unsupervised access to a DDA client if their background check is expired.

If a person works before the initial background check result, the service provider must develop and maintain a detailed supervision plan, including who will provide the supervision and how breaks will be managed.

DSHS must automatically disqualify an applicant if the applicant's background check reveals a crime or negative action on the list of disqualifying crimes and negative actions in Chapter 388-113 WAC.

A character, competence and suitability (CCS) review must be completed, before allowing unsupervised access, when background check results reveal non-disqualifying crimes or negative actions. If the applicant receives a "Review Required results letter, the employer must complete a CCS review.

Any person who may have unsupervised access to a DDA client must self-disclose to their hiring authority any pending or new criminal charges that occur between regularly scheduled background checks. An employer must immediately run a renewal of the Washington state name and date of birth check if they receive information regarding a new or pending criminal charge or new substantiated negative action finding.

The Contractor will make available upon request by the County proof of satisfactory background check clearance for each employee, subcontractor, intern, and/or volunteer involved with the provision of services specified in this Agreement. 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 73.34 RCW, then payment shall be denied for any subsequent services rendered by the disqualified individual provider.

The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

Starting June 26, 2018, all background checks must be completed through the online background check system (BCS), which must be accessed through Google Chrome. There are no fax machine operations at BCCU.

Each BCCU Account Number must register a Primary Account Administrator (PAA) who will manage the user roles on the account.

Failure of providers or contractors to adhere to this policy will constitute a breach of contract.

Current definitions and listing of disqualifying convictions are available online at: [Disqualifying List of Crimes and Negative Actions | DSHS \(wa.gov\)](#)

## **6.2 Mandatory Reporting of Abuse, Neglect & other Incidents**

DDA Policy 6.08 Incident Management and Reporting Requirements for County and County-Contracted Providers was issued 12/2023 to establish a uniform reporting requirement and procedure for those providers regarding incidents that involve clients enrolled with the Developmental Disabilities Administration (DDA). This policy also addresses reporting allegations of suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment, and mistreatment.

Upon hire and annually thereafter, the provider must have each administrator, owner, operator, employee, contractor, and volunteer read and sign.

One-hour protocol incidents must be reported to the county and the client's DDA Case Resource Manager (CRM) or social worker by phone no more than one hour after the provider becoming aware of the incident, or as soon as client safety has been established. If the client's case resource manager or social worker cannot be reached, contact the regional designee. For after-hour incidents, use the emergency contact protocol. (The region shares the protocol annually, or more frequently if there are changes.)

One-day protocol incidents require written notification within one business day after the provider becomes aware of the incident and an incident report within three business days. An incident report

submitted within one business day will meet both the written notification requirement and the incident report requirement. The provider must provide an incident reporting form or tool that staff can use to document incident details. DSHS 20-330, Incident Report to DDA, may be used for this purpose but is not required.

All incidents under the scope of this policy require written notification or an incident report to the client's case resource manager or social worker no more than one business day after the provider becomes aware of the incident. The written notification is based on the provider's immediate knowledge of the incident and must include:

- a. Who was involved in the incident;
- b. Where the incident occurred;
- c. The time and date of the incident;
- d. A description of the incident; and
- e. Initial actions taken to keep the client safe.

1. Department Reporting Units:

- a. Reporting to DDA:
  - i. Report to the client's assigned case manager, unless specifically noted otherwise. If there is an out-of-office email or voicemail, the provider must make contact with the person designated in the out-of-office reply.
- b. Reports of abuse, neglect, or mistreatment, involving children and youth under 18:
  - i. DSHS Child Protective Services statewide number: 1-866-363-4276 (1-866-END-HARM)
- c. Reports involving adults over 18 receiving DDA-funded, DDA-operated residential services, or both:
  - i. Residential Care Services (RCS) Complaint Resolution Unit (CRU): 1-800-562-6078; TTY 1-800-737-7931; online reporting tool: [Residential Care Services Online Incident Reporting webpage](#)
- d. Incidents that occurred in the community during county and county-contracted services or are suspected to have occurred:
  - i. DSHS Adult Protective Services (APS): Call 1-877-734-6277
  - ii. AL TSA Online reporting tool: [Report Concerns Involving Vulnerable Adults webpage](#)

2. The provider must have written procedures in place to implement this policy and provide training to staff and volunteers on recognizing and reporting suspected client abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment or mistreatment, and neglect.

3. Written procedures and training must be available to all employees, volunteers, interns, and work study students, and include, at a minimum:

- a. Timelines for reporting suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment or mistreatment, and neglect;
- b. Reference to, or attachments of state statues Chapters 74.34 and 26.44 RCW.
- c. Current telephone numbers of DSHS reporting units;
- d. The responsibilities of reporting staff, supervisors, and administrative staff, witnesses, and direct care staff (where applicable);

- e. Instruction on recognizing abuse, improper use of restraint, neglect, self neglect, personal or financial exploitation, abandonment or mistreatment, and neglect;
- f. Mandatory reporting requirements, including instructions for notifying local law enforcement if there is reason to suspect that sexual or physical assault has occurred, prior to notifying the DDA case manager; and
- g. Instructions for emergency client protection.

### **6.3 Incident Management**

DDA Policy 6.08 establishes uniform reporting requirements for county and county-contracted providers regarding incidents that involve clients enrolled with the Developmental Disabilities Administration (DDA). This policy also addresses reporting allegations of suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment, and mistreatment.

Review this policy thoroughly for specific guidance on mandatory procedures on reporting incidents. [DDA Policy 6.08 Incident Management and Reporting Requirements](#)

### **6.4 Access to Disability Rights Washington (DRW)**

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

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy13.04.pdf>

### **6.4 Client Rights**

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

- A. Participant rights, per DSHS/DDA Policy 5.06
- B. Grievance procedures: The Contractor will have written grievance procedures approved by the County that:
  - 1. Are explained to participants and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;
  - 2. Negotiate conflicts.
  - 3. Ensure advocates are welcome and participants are encouraged to bring advocates to help negotiate.
  - 4. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option).

5. Prohibit retaliation for using the grievance process.
  6. Include a process for tracking and reporting grievances.
- C. Services and supports that may be expected from the program including type and amount of support.

Grievance procedures and participants' rights should be provided to the Client/Guardian upon entry into the program. The Contractor will confirm that the information was provided through documentation of a Client/Guardian's signature and date. The County requires that Client rights and grievance procedures be reviewed annually with the Client/Guardian.

### **6.5 Health & Safety Regulations**

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

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

1. Federal: Occupational Safety and Health Act of 1970, P.L. 91-596, 84 USC 1590
2. State: Washington Industrial Safety and Health Act, RCW 49.17, WAC 296-24 and 296-62; State Building Code Act/Uniform Fire Code, RCW 19.27

### **6.6 Staff Intervention**

The Contractor will provide for staff intervention in the most dignified, age-appropriate manner necessary in all situations, including instances when a Client's behavior jeopardizes the safety of him/herself or others, or the behavior significantly disrupts program operations. All interventions shall meet requirements under DSHS/DDA Policy 5.14: *Positive Behavior Support Principles*, Policy 5.15: *Restrictive Procedures: Community*, and Policy 5.17: *Physical Intervention Techniques*.

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

### **6.7 Community Protection Standards for Employment & Day Program Services**

Services to DDA-identified "community protection" Clients referred for Employment or Community Inclusion services will be provided in line with DSHS DDA policy 15.03 "Community Protection Standards for Employment and Day Program Services". For more information on the DDA Community Protection Program please go to the DDA website.

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy15.03.pdf>

### **6.8 Updated Medical Information**

The Contractor will maintain a file for each Client containing current medical information (e.g. medications, dietary restrictions, allergies, etc.) needed for the safe provision of County-funded

services by the Contractor. Medical information will be updated as needed and, at minimum, annually.

## **6.9 Confidentiality**

- A. The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information for any purpose that is not directly connected with the performance of County-funded services, except:
  - 1. As provided by law, RCW 42.56, Public Records Act
  - 2. In the case of personal information, as provided by law or with written consent of the person or personal representative of the person who is the subject of personal information.
- B. The Contractor's employees with access to confidential information are required to sign an oath of confidentiality, pursuant to RCW 71A.14.070. In order to share confidential information with other agencies, individuals, or entities, the Contractor will require Release of Information Forms (ROIF) signed by the Client/Guardian and indicating the type of information released, the agency to whom the information will be released, and for how long or for what purpose(s) the ROIF is valid.
- C. The Contractor shall protect and maintain all confidential information gained by reason of contracted County services against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which includes restricting access to the confidential information by:
  - 1. Allowing access only to staff that have an authorized business requirement to view the confidential information.
  - 2. Physically securing any computers, documents, or other media containing the confidential information.
  - 3. Ensuring the security of confidential information transmitted via fax (Facsimile) by verifying the recipient phone number to prevent accidental transmittal of confidential information to an unauthorized provider.
  - 4. Use of State of Washington secure email server when communicating confidential information through email.
- D. When transporting six (6) to one hundred and forty-nine (149) records containing Confidential Information, outside of a secure area, do one or more of the following as appropriate:
  - 1. Use a Trusted System
  - 2. Encrypt the confidential information, including:
    - Email and/or email attachments
    - Confidential information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- E. When transporting one hundred fifty (150) records or more containing confidential information outside a secure area, refer to the requirement in Attachment C – Data Security Requirements.
- F. In the event that the Contractor ends its contractual relationship with the County, all Client files and related confidential materials shall be returned to the County. Alternately, with approval from the



County, the Contractor may certify in writing the destruction of confidential materials. Certification must include the method used and the entity contracted to carry out file destruction.

- G. Paper documents with confidential information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing confidential information requiring special handling (e.g. protected health information) must be destroyed through shredding, pulping or incineration.
- H. The compromise or potential compromise of confidential information must be reported to the County DD Coordinator and DDA Regional Administrator within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

#### **6.10 Non-Discrimination**

The Contractor will not discriminate against any person on the basis of race, age, creed, political ideology, color, national origin, citizenship or immigration status, sex, military status, marital status, sexual orientation including gender Identity, age, HIV/AIDS status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. The Contractor will have written policies prohibiting discrimination, in compliance with state law and Section 504 of the Federal Rehabilitation Act and the Americans with Disabilities Act.

#### **6.11 Culturally Appropriate Services**

The Contractor will respect and support the linguistic and cultural background of the participant and his/her family in the delivery of services. The Contractor shall ensure equal access of services and programs to those persons who do not speak, have a limited ability to speak, read or write English well enough to understand and communicate effectively pursuant to DDA Policy 5.05, Limited English Proficient (LEP) Clients.

### **7.0 SERVICES ACCORDING TO INDIVIDUAL NEED**

#### **7.1 Eligibility**

Client eligibility and service referral are the responsibility of DSHS/DDA, pursuant to WAC 388-823 (Eligibility) and chapter 388-825 (Service Rules). Only persons referred by DSHS/DDA shall be eligible for direct Client services. Direct Client services provided without authorization will not be reimbursable.

#### **7.2 Admission & Termination Criteria**

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

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

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

All DDA Clients who are receiving DDA paid services will have a Person-Centered Service Plan that describes the services they are authorized to receive. The Case Resource Manager will develop the plan and should give to the Client and provider following the assessment and planning session

The County expects the Contractor to:

1. Identify a primary contact for communication with DDA related to scheduling of PCSP meetings.
2. Identify and train appropriate staff to participate or provide information as needed for the PCSP to accurately capture the Client's support needs (including monthly service hours).
3. Ensure that staff provides accurate and current information about the Clients' individual support needs.
4. Respond to DDA requests for information such as case notes or annual plans within 24 hours of the request being made.

The Contractor must keep a copy of the PCSP in the Client's file, or otherwise accessible to direct service staff, as needed, to provide an accurate scope of services to be provided.

#### **7.4 Individual Plan for County Services**

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

The individual plan requires the development of a planning team including the Client, Client's Guardian (when applicable), DDA Case Resource Manager, direct services staff or CRP, and others identified by the participant to provide input. At a minimum, the DDA Case Resource Manager and the individual/Guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the Client's permission.

The Contractor is expected to communicate monthly service hours that will be expected by the Client. The Contractor will make sure that the participant/Guardian understands the process and how often the direct services staff will meet with the participant.

The Contractor should also develop an Individualized Safety Plan for Clients that addresses the specific needs, concerns, or considerations when considering the Client's health and safety at the setting where the participant typically receives services. This Individualized Safety Plan should be specific to each Client and their job site or site(s) where they engage in Community Inclusion services.

#### **7.5 Annual Plan Review**

The Individual Employment or Community Inclusion plans will be reviewed at least annually for all Clients. Annual plan review and update should include review of current goals, supports and service strategies identified to achieve employment or community inclusion goals. The Client should be involved in the planning process and offer input into the employment goal, along with clearly defining how they will participate in achieving that goal. At a minimum, the DDA Case/Resource

Manager and the individual and his/her Guardian should receive a copy of the updated plan with a progress summary. The Client's Individualized Safety Plan should also be reviewed annually and updated, as needed.

## **7.6 Progress Reports**

- A. The Contractor shall document measurable progress toward achieving the individual's service goals every six months in a format approved by the County. Six (6) month progress updates must be sent to the DDA Case Resource Manager and the Client/Guardian.
- B. If Clients in Individual Employment or Group Supported Employment have not obtained paid employment at minimum wage or better within six (6) months, the Contractor will:
  - 1. Review the progress toward service goals (6-month plan).
  - 2. Provide evidence of consultation with the Client/Guardian.
  - 3. Develop additional strategies with the Client/Guardian and CRM; strategies may include technical assistance, changing to a new provider, and/or additional resources as needed to support employment goals.
  - 4. Document the new strategies developed with-in the 6-month plan for each Client within the Client's file.
- C. If after 12 months the Client remains unemployed, an annual plan review will be conducted. The Contractor will address steps outlined in the previous six-month plan report and identify new goals for the annual plan. The County Coordinator will be invited to attend this Annual Plan Review along with the Client, parent/Guardian, DDA Case Manager and any other supports that may offer valuable input. The Client will have the option of changing service providers.

## **7.7 Assessing Employment Strategies & Progress Measures**

The document link below, "Employment: Strategies and Progress/Outcome Measures" will be used by the County and DDA Case Resource Managers in assessing progress of Client services.

[Employment: Strategies and Progress/Outcome Measures](#)

The County recommends this document as a tool for Contractors to use in training staff, developing service strategies, and documenting Client progress.

## **7.8 Individualized Employment Plan**

Each Client's employment plans will include:

- 1. Current Date
- 2. Timeline for the plan
- 3. Client's name first and last
- 4. Client ADSA ID
- 5. Employment Goal(s):
  - a. Preferred job type
  - b. The preferred wages/salary the individual wishes to earn; or the going rate for the job type.
  - c. The number of hours the individual prefers to work

- d. The agreed upon timeline to achieve the employment goal.
6. The Client's skills, gifts, preferred activities, and interests.
7. Measurable strategies and timelines (action steps and supports) to meet the employment goal.
8. Identification of other persons and/or entities available to assist in reaching employment goals. (example: a family member, Division of Vocational Rehabilitation, etc.)
9. Identification of other accommodations, adaptive equipment or supports critical to achieve employment goal.
10. Signed by Client and/or Guardian, if any.

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

The Contractor will seek out competitive employment at minimum wage or higher for the Client. A professional resume, video resume, cover letter or portfolio may be created to assist the Client in reaching the goal of competitive employment. Contractors will look for jobs that have the potential for growth in hours and in pay.

The identification and provision of supports necessary for job success will be provided to each Client. Support may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.

The Contractor shall ensure supports, which include training and support to employers and coworkers, have been provided in each placement to ensure jobs are maintained and fading is occurring. This also includes the development of natural supports.

If Contractor develops volunteer opportunities for Clients to prepare for long-term employment and to explore different job tasks/sites, there must be evidence that the volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.

Services the agency provides should adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in the greater community and support individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employments and work in competitive integrated settings; and setting facilitates individual choice regarding services and supports and who provides them.

Identify settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS services. These settings are presumed **NOT** to be home and community-based.

## **7.9 Group Supported Employment**

Services provider should document:

Clients in GSE shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Supported Employment services is permanent integrated employment at or above minimum wage in the community.

The direct service staff hours supporting the group.

Clients' identified goals include pathway strategies leading to Individual Employment.

#### **7.10 Community Inclusion**

A Community Inclusion plan will include information that identifies and addresses the individualized goal and support needs for each Client. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the CRM, Client, and their family (the team). Initial plans will be completed within 60 days from CSA authorization and must be signed by Client and/or Guardian if any. Plans will include:

1. Current Date
2. Timeline for the plan
3. Client's name first and last
4. Client ADSA ID
5. The Client's skills, gifts, interests, and preferred activities.
6. Per the County Guidelines, the Community Inclusion goal must relate to one or more of the following:
  - a. Identify integrated community places where the Client's interest, culture, talent, and gifts can be contributed and shared with others with similar interest.
  - b. Identify typical community clubs, associations, and organizations where the Client can be a member and have decision making capabilities.
  - c. Identify opportunities where the Client can contribute to the community doing new and interesting things or things the individual enjoys.
  - d. Building and strengthening relationships between family members and member of the local community who are not paid to be with the person.
7. The Support Assessment subscale that most relates to the goal (Community living, Lifelong learning, Employment, Health & Safety, Social, and Protection and Advocacy).
8. Measurable strategies and timelines (action steps and supports) to meet the goal.
9. Identification of persons and/or entities available to assist the individual in reaching his/her long-term goals.
10. Identification of other accommodations, adaptive equipment, electronic supports, and conditions critical to achieve the goal.
11. The Client/Guardian's signature on the plan.

All services relate to the Client's individually identified goal(s) as outlined in their plan.

Each client is assisted to participate in typical and integrated activities, events and organizations in the Client's neighborhood or local community in ways similar to others of the same age.

If the Contractor develops volunteer opportunities for Clients to engage in to build community relationships and participate in integrated community activities, there must be evidence that the volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.

Services the agency provides should adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in the greater community and support individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employments and work in competitive integrated settings; and setting facilitates individual choice regarding services and supporting and who provides them.

Identify settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCBS services. These settings are presumed **NOT** to be home and community-based.

#### **7.11 Informed Choice**

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

1. Choices are made based on the provision of accurate information.
2. More than one option relevant to the individual’s interests and needs is offered.
3. Sufficient experience is acquired to inform decision-making.
4. Counsel and support are provided to individuals to gather and understand information and options.
5. Decisions are honored once they are made.
6. Supports and services are provided that reflect the decisions made.

Opportunity for job placement change should be given to participants receiving employment services. Opportunity to self-direct services should be given to participants receiving Community Inclusion services.

All Clients who communicate to the Contractor that he/she is no longer interested in receiving the authorized service will be referred to his/her DDA Case Resource Manager.

#### **7.12 Staffing Levels**

The Contractor will ensure that staffing levels and training interventions occur at a level that meets the needs of Clients and are designed to achieve the goals outlined in the Clients’ Individual Plans. Ongoing training and support by the Contractor for the benefit of the Client and at the employers’ request will take place. This may include training and supervision, job modification, transportation training and assistance, or any of a wide variety of services that lead to paid employment, community contribution, and an expansion of natural supports for that Client.

#### **7.13 Other Services/Supports**

The Contractor will support Clients as needed in appropriate social behavior, advocacy, communication, and specific job skills as essential components to success in the workplace and the community. Volunteer opportunities developed by the Contractor must comply with U.S. Department of Labor and State standards.

#### **7.14 Self-Employment**

State-adopted self-employment guidelines are followed for any individual who owns and operates a business. At a minimum, any self-employment venture must include a business plan, established

benchmarks for financial gain, and show that progress is being made towards providing a living wage.

State guidelines may be found at [Washington State DDA Self-Employment Policy Guidelines](#)

#### **7.15 DVR & Social Services Incentives**

The Contractor will assess Client eligibility for and, for those eligible Clients, utilize the programs listed below:

1. DSHS Division of Vocational Rehabilitation (DVR)
2. Department of Services for the Blind (DSB) funding
3. Social Security work incentive programs (Plans for Achieving Self Support (PASS), Impairment-Related Work Expense (IRWE))

The Contractor will not use these resources to duplicate services paid through County funds.

#### **7.16 Transportation**

The Contractor will demonstrate an increase of training around and Client use of alternative transportation, including the use of public transportation. It is the expectation of the County that the Contractor assist the participant in the arrangement of transportation for the purpose of pursuing or maintaining employment or for the purpose of participating in community inclusion activities. Transporting Clients is not required and may not be a billable activity under the County agreement.

#### **7.17 Documentation**

##### **A. Documentation of Client Support :**

The Contractor will ensure that all hours of staff support billed to the County will have clear, dated documentation showing daily logs of staff activity and any other data relevant to the billed unit, such as name of business contacted and contact person spoken to. All documentation, including staff case notes, must relate to the Client's Individual Pathway to Employment or Community Inclusion Plan and the billable phase they are recorded under. These records should be available to the County for review upon request within 24 hours of the request being made.

The Contractor will ensure that a program manager or other responsible agency staff reviews these documentation processes. Hours of service should be logged by staff to the nearest quarter hour and should specify the billable phase that the participant is working in; Intake, Discovery, Assessment, Marketing/Job Development, Job Coaching/Job Support, Retention, Record Keeping (without Client present and not to exceed 2 hours per month) and other types of activity related to the participant's service.

##### **B. Documentation of Client Work Hours and Wages (*Employment Services Only*):**

The Contractor must be able to document proof of employment for individuals reported as being employed, available to the County for review upon request.

The Contractor will ensure that Client wages are based on the accepted, industry-relevant norm, as determined by the Washington State Department of Labor and Industries and U.S. Department of Labor.

Senate Bill 5763 was signed by Governor Inslee in March of 2022 eliminating sub prevailing wage certificate for individuals with disabilities. Repealing RCW 36.12.022

C. Documentation of Client Progress (*Employment Services Only*):

The Contractor must ensure that a record of Client progress, including the following, is available:

- Job placement and retention rates are tracked for each participant.
- Evaluation of progress in achieving increased wages and work hours for each participant.
- Information about wages, productivity, benefits, and work hours for each participant.
- The Contractor will provide a monthly employment outcomes report and/or job gains and losses report to the County Coordinator to reflect new Clients, employment changes, or benefits changes.

## **8.0 ORGANIZATIONAL REQUIREMENTS**

### **8.1 Board of Directors**

- A. The Contractor, if it has a board of directors, will include members who are knowledgeable about developmental disabilities, who understand their responsibilities as board members, and who are able to give guidance and direction to the legal, fiscal, and programmatic aspects of program activities.
- B. The Board's membership roster, copies of the by-laws, and meeting minutes will be available for review.
- C. The Board will approve the agency's annual budget and will provide Board oversight of fiscal operations.
- D. The Contractor is expected to have a policy to guide their Board of Directors to safeguard against conflicts of interests.

### **8.2 Administration**

- A. The Contractor will maintain current organizational charts describing administrative lines of authority with the position titles of program staff.
- B. The Contractor will maintain a job description for each position within the organization detailing duties, responsibilities, and necessary qualifications.
- C. The Contractor will have a written mission statement.
- D. An appropriate Contractor representative will participate in meetings scheduled by the County concerning County, State, and Federal requirements.



- E. The Contractor will have on file all appropriate certificates and licenses for the contracting agency to operate as required by Federal, State, or local law, rule, or regulation.
- F. The Contractor will demonstrate the ability to safeguard public funds, including maintaining books, records, documents, and other materials relevant to the provision of goods and services in accordance with the Generally Accepted Accounting Principles (GAAP).

### **8.3 Performance Plan**

The Contractor will develop a written performance plan that describes objectives, expected outcomes, and how and when objectives will be accomplished. The performance plan must include performance indicators that address diversity, equity, and inclusion efforts. The plan shall be evaluated at least biennially and revised based on actual performance.

### **8.4 Continued Qualification**

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

- A. Develop and implement a plan for each Client based on their individual needs. The plan must include all information required by the [Criteria for Evaluation](#).
- B. Provide services in accordance with the [County Guide to Achieve DDA Guiding Values](#).
- C. Develop and implement internal control policies.
- D. Develop and implement an employee training plan for all applicable service categories approved by the county.
- E. Manage public funds in compliance with Generally Accepted Accounting Principles (GAAP).
- F. Submit Certified Public Accountant reviewed or audited financial statements and federal audits according to the DSHS General Terms and Conditions. Refer to the Criteria for Evaluation for more information.
- G. Maintain a management system that provides for systematic filing, and retention of timely records and reports related to:
  - i. Clients
  - ii. Staff
  - iii. The agency's tax status
  - iv. The agency's structure, capabilities, and performance as described in the Criteria of Evaluation.
- H. Develop, and submit to the county for review and approval, a written plan to address potential conflicts of interest including, but not limited to, if the agency or an agency employee is also the client's:
  - i. Guardian or legal representative, or
  - ii. Family member or decision maker.
- I. Develop, and submit to the county or a regional employment specialist, a written plan to address the following potential conflicts of interest when applicable:
  - i. The county and the employment and community inclusion provider are the same;
  - ii. The support living agency and the employment and community inclusion provider are the same: or
  - iii. The service provider supports the client in both employment and community inclusion services.

- J. Develop a performance plan that describes objectives, expected outcomes, and how and when objectives will be accomplished. The performance plan must include performance indicators that address diversity, equity and inclusion efforts.

If Contractor can no longer meet any one of the above requirements the County will be notified within ten (10) business days.

## **8.5 Employment Service Provider Qualifications**

To be a qualified provider of employment services, an agency must:

1. Implement current supported employment best practices;
2. Employ at least one person who:
  - a. Has at least two years of experience related to the employment services the agency provides or is planning to provide to DDA Clients;
  - b. Has an Employment Professional Certificate from Highline Community College and one year of experience related to the employment services the agency provides or is planning to provide to DDA Clients; OR
  - c. Has completed the Wise Online Academy (WOA) 200 and one year of experience related to the employment services the agency provides or is planning to provide to DDA clients; OR
  - d. Is a Certified Employment Support Professional (CESP) from the Employment Support Professional Certification Council (ESPCC) and has at least one year of experience related to the employment services the agency provides or is planning to provide to DDA clients.
3. Employ staff who have the following skills:
  - a. Developing, obtaining and maintaining community-based employment options that offer minimum wage compensation or greater;
  - b. Conducting discovery assessments;
  - c. Assisting Client with goal and career planning;
  - d. Marketing to employers;
  - e. Assisting Client with job preparation;
  - f. Developing jobs;
  - g. Completing workplace and job analysis;
  - h. Job coaching, which may include task design and training, support strategies, and developing natural support; and
  - i. Documenting goals and writing reports.
4. Have a contract with the DSHS Division of Vocational Rehabilitation (DVR) for employment services, which requires the providers to satisfy one of the following:
  - a. Rehabilitation Services Accreditation System (RSAS) or Commission on Accreditation Rehabilitation Facilities (CARF) accreditation standards; or
  - b. For a single-person provider, proof of Association of Community Rehabilitation Educators (ACRE) accreditation.
5. Comply with the DDA and DVR [Memorandum of Understanding](#), which describes the continuum of services and supports available.

6. Create a biennial performance plan to document the agency's progress over time. The performance plan must include, for each acuity level, the following Client data:
  - a. Number of new jobs
  - b. Number of jobs lost and reason for job loss
  - c. Percentage of clients employed earning minimum wage or higher; and
  - d. Average number of hours worked by each Client supported by agency.

## **8.6 Community Inclusion Provider Qualifications**

To be a qualified provider of Community Inclusion services, an agency must:

1. Implement Community Inclusion as described in the [Community Inclusion Frequently Asked Questions](#);
2. Create a performance plan that includes measurable goals for documenting the agency's progress over time;
3. Serve clients in integrated settings that support the Client's connection to other members of the community who are not paid to be with the client and support the client's ability to contribute to their community;
4. Employ at least one person who:
  - a. Has experience providing services in an integrated community setting that supports the Client to contribute to their community;
  - b. Has at least two years of experience related to the Community Inclusion Services the agency provides to DDA Clients;
  - c. Understand current Community Inclusion practices, as described in the Community Inclusion FAQ, and is able to train direct support staff to implement those best practices.
5. Employ staff who know how to:
  - a. Conduct discovery assessments;
  - b. Assist a client with goal and career planning;
  - c. Conduct community analysis to identify places and resources available in the community;
  - d. Develop opportunities for Client to connect with the community;
  - e. Coach, which includes task design and training, support strategies, and developing natural supports; and
  - f. Document goals and write reports.
6. Provide ongoing Community Inclusion training to the agency staff.

## **9.0 STAFF TRAINING & QUALIFICATIONS**

### **9.1 Staff Qualifications**

All Contracted Agency Employees must:

1. Be age 18 or older,
2. Clear a criminal history background check under chapter 388-825 WAC; and
3. Complete training on the following:

## 9.2 Staff Training

Documentation of staff orientation and training including all training requirements outlined in Policy 6.13 must be documented in the personnel file. The Contractor should maintain an up-to-date record of training for all employees. A summary of the training requirements and timelines within Policy 6.13 is outlined below. Any future amendments or modifications to the policy take precedent.

1. Before working unsupervised with any clients:
  - a. Client confidentiality;
  - b. Current work and support plans for each client with whom the employee works;
  - c. DDA Policy 5.06, *Client Rights*;
  - d. DDA Policy 6.08, *Incident Management and Reporting Requirements for County and County-Contracted Providers*;
  - e. First Aid, Bloodborne Pathogens, and CPR (current);
  - f. DDA Policy 4.11, *County Services for Working Age Adults*, as applicable;
  - g. DDA Policy 15.03, *Community Protection Standards for Employment Program Services*, as applicable; and
  - h. DDA Policy 15.05, *Community Protection Program Reductions and Exit Criteria*.
2. Within one month of employment:
  - a. DDA Policy 5.14, *Policy Behavior Supports for Adults*, as applicable;
  - b. DDA Policy 5.15, *Restrictive Procedures*, as applicable;
  - c. DDA Policy 5.17, *Physical Intervention Techniques*;
  - d. DDA Policy 5.23, *Functional Assessments and Positive Behavior Support Plans: Employment and Day*
3. DDA Policies listed above must be reviewed at least annually and when updated.
4. Continuing education and staff evaluation: In addition to the above DDA requirements, it is the County's expectation that each contractor have an established procedure for orienting, training, mentoring, and providing ongoing evaluation to staff related to:
  - a. Values that support the abilities of individuals as outlined in the County Guidelines
  - b. Effective communication skills (i.e., the ability to listen carefully and to make oneself understood)
  - c. Planning methods
  - d. Program skill development includes training to ensure support to Clients in the specific program area identified in their Individual Plans (e.g., task/job analysis, systematic instruction, natural supports, fading from sites, job modification, etc.)

The Contractor will ensure that staff members who work directly with Clients receive a minimum of 15 hours of continuing education opportunities annually. Attendance at one DDA or DVR training annually will be expected as a contribution to the 15 hours. The training record for each staff must be in employee's file and provided to the County upon request.

## 9.3 Training Reimbursement

All training reimbursement is at the discretion of the County and is dependent upon funding availability. In accordance with annual budget changes, County may give each agency a flat amount if County finds this more equitable for all contracted providers.

Requests for training reimbursement related to County-recommended trainings or other trainings designed to improve the quality of services to individuals, may be made in writing to the County at least ten (10) business days prior to the training event. Requests should clearly outline the training requested, dates of training and travel, and the number of staff attending. Mileage, food purchases, and lodging may not exceed the Federal per diem/rate allowance. Reimbursement for training requests will require back-up documentation and receipts.

**10.0 BASIS FOR CLIENT SERVICE LEVEL**

**10.1 Basis for Client Service Authorization: Individual Employment**

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

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

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

B. Work history and/or support needs specific to the job or service site. This may include, but is not limited to:

- Client’s work schedule and hours (How many hours or shifts does the individual work?)
- Client’s work history and job stability (Is it a new job or a job they have held for a long time?)

- Availability of natural supports at the work site (Are unpaid supports such as co-workers present?)
- C. Other factors which impact the Client’s ability to participate in services such as health limitations or transportation barriers.
- D. The limits and requirements set for employment service levels by Washington Administrative Code (WAC) 388-828-9325 through 9360.
- E. An Exception to Rule (ETR) request may be used when a participant needs additional hours in a paid employment situation and should be sent to the County and the DDA CRM for approval. The Contractor must document specifically how the additional hours will be used to support the Client’s individual employment goals and include a plan for fading.
- F. The agency adheres to the Medicaid HCBS setting requirements of 42CFR441 530(a)(1) including ensuring integration into the greater community and supports individuals to have full access to the greater community.
- G. The agency ensures individuals receive the same degree of access to community services as individuals not receiving Medicaid HCBS
- H. Agency setting provides opportunities to seek employment and work in competitive, integrated settings.
- I. The agency setting facilitates individual choice regarding services and supports, and who provides them.
- J. When possible, the Contractor identifies settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community and avoids seeking employment in those settings.
- K. For individual employment 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 DDA 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 prior written approval for the service provider to continue to provide long-term supports if needed.

**10.2 Basis for Client Services Authorization: Group Supported Employment**

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

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

If the total staff hours provided across all Clients in the GSE setting is less than the collective hours authorized the Contractor will be reimbursed only for the number of staff hours provided.

**10.3 Basis of Client Service Authorization: Community Inclusion**

- A. According to DDA Policy 4.11 County Services for Working Age Adults, employment services must be the first use of employment and community inclusion funds for working age adults and ensures that after nine months of supported employment services the client may choose to also receive community inclusion services.
- B. The maximum number of monthly Community Inclusion support hours for each Client is determined by the DDA assessment as outlined in WAC 388-828-9300 and 9310.
- C. The following chart provides guidance for authorized service levels in line with WAC requirements.

Assessed CA Service Level	Support Intensity Scale Score	Monthly Authorization
A	0-9%	Up to 3 hrs.
B	10-19%	Up to 6 hrs.
C	20-29%	Up to 9 hrs.
D	30-44%	Up to 12 hrs.
E	45-59%	Up to 15 hrs.
F	60-74%	Up to 18 hrs.
G	75-100%	Up to 20 hrs.

- D. Clients may be authorized for service hours below those established in WAC with agreement from the Client, County, DDA Case Resource Manager and Contractor. The Client may request an increase to the maximum authorized through WAC at any time.
- E. Service hours above those established in WAC must be approved by DDA and the County through an Exception to Rule (ETR) process. Contractor must show substantial evidence for the need for an ETR and submit the request to the County Coordinator and the Client’s Case Manager.

- F. Services focus on activities typically experienced by the general public.
- G. The Contractor will look for settings that are not isolating to the participant and whenever possible increase the participant's interaction with the community.

#### **10.4 County Service Authorization**

- A. The County will not reimburse for services provided prior to service authorization, or after service termination.
- B. County Service Authorization (CSA) must be finalized for each Client for whom the Contractor intends to submit a billing to the County.
- C. A complete and valid County Service Authorization includes: agreement from the Contractor, approval from the County, and final electronic authorization (including effective date) by the DSHS/DDA Case Resource Manager through the Case Manager Information System (CMIS).
- D. The Contractor will clearly communicate to the Client and the County prior to beginning service or prior to an expected change in the maximum service hours per month. Service changes which require amendment of the PCSP will not occur until the Client has received proper notification through DDA.
- E. The amount of service the Client receives should not exceed the maximum documented in the Client's Person-Centered Service Plan (PCSP) with DSHS/DDA.
- F. The County is responsible for requesting the CSA from the DSHS/DDA Case/Resource Manager. The DSHS/DDA Case Resource/Manager is responsible for authorizing the service requested and generating the County Service Authorization.
- G. If the service request is initiated by the Contractor, DDA/County will need the following information:
  - 1. Verify completion or status of Division of Vocational Rehabilitation (DVR) services.
  - 2. Proposed service category.
  - 3. Work and wage information for Clients who are in Individual Employment when employed.
  - 4. Proposed monthly service level requested to support the individual on the job or service site.
  - 5. Proposed effective date of authorization.
- H. The current County Service Authorization (CSA) is suspended in the event that the Client is hospitalized, institutionalized, or admitted to a skilled nursing facility. Services occurring after the date of admission to these facilities require prior approval from the DDA Case Resource/Manager and may require a new CSA. Upon discharge, the provider is responsible for verifying funding authorization and availability with the County prior to the continuation of services.

#### **11.0 SERVICE CHANGE PROCEDURES**



The Contractor is required to keep the Client's Case Resource Manager and the County Coordinator informed of any major changes in the Client's program or support needs.

### **11.1 Service Change Form**

The Contractor must complete the County's "*CSA Request/Change Form*" each time the Contractor is requesting Client service changes related to:

- Authorized service hours
- Program type: Individual Employment, Group Supported Employment, Community Inclusion
- Service termination

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

### **11.2 Communication of Service Levels to the Client**

Prior to beginning service or an expected change in the monthly service hours, the Contractor will clearly communicate to the Client/Guardian what the Client can expect to receive.

Although service minimums are no longer communicated within the Person-Centered Service Plan (PCSP) the County recommends communicating the typical range of monthly support hours (not to exceed the maximum authorized) in the Client's Individual Employment or Community Inclusion plan.

### **11.3 Exceptional Service Level Requests**

For Clients whose service needs require an Exception to Rule (ETR), a CSA Request/Change Form must be completed. All exceptional funding requests must be approved by the County, the DDA Case Manager and DDA regional staff as assigned. The Contractor must document specifically how the additional hours will be used to support the Client's individual employment goals.

### **11.4 Deadline for Service Change Requests**

The request for service changes must be received by the County and CRM by the 10<sup>th</sup> of the month prior to the proposed effective date of the changes requested. (i.e. if a service change is requested to be effective for January 1, the service change form should be provided to the County no later than December 10<sup>th</sup>). However, if an emergent need occurs (i.e. potential job loss), please notify the County and the CRM immediately.

### **11.5 Individualized Technical Assistance**

If the Contractor needs additional technical assistance to ensure progress toward the individual's employment goals Technical Assistance (TA) may be available.

The Contractor may request services (communication consultation, behavioral support, etc.) to address service barriers for a County-authorized Client; the Contractor should contact the County to request assistance. Services must be pre-authorized by the County and DDA Case Manager and are dependent upon funding availability.

### **11.6 Subcontractors**

Agencies contracted with the County may not subcontract for services with the exception of Technical Assistance providers.

## 12.0 OUTCOMES

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

### A. Individual Employment

1. The Contractor shall demonstrate an increase in the number of participants employed in community setting.
2. The Contractor shall demonstrate an increase in the number of participants who are employed in community settings over eighty (80) hours a month. The desired program outcome for employment services is an average of 20 hours/week or 86 hours a month of work.
3. The Contractor shall demonstrate an increase in the monthly earnings for participants.

### B. Community Inclusion Services

1. Increase in the number of reciprocal relationships developed by Clients with persons other than paid staff.
2. Increase in the Client's participation in a variety of typical community venues based on personal preferences. If personal preference is uncertain then at a location where the participant feels safe, is stimulated, and has the option to interact with others in mutually beneficial ways.

### C. Performance

1. Contractor will have a performance plan in place as laid out in DDA Policy 6.013 including objective, expected outcomes and how and when objective will be accomplished. This plan should be shared with the County within 45 days of signed contract.
2. Performance plan must include performance indicators that address diversity, equity and inclusion efforts.
3. Contractor will successful complete monitoring audit by the County team this contract year.

## 13.0 MONITORING & EVALUATION

The County will develop a contract monitoring and evaluation system incorporating the most recent Criteria for Evaluation System provided by DDA, which may be found on the DSHS/DDA website listed below:

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

The County shall conduct at least one on-site audit to each Contractor during each State DSHS/DDA biennium and will prepare a contract compliance report to respond to strengths and potential need for corrective action.

### 13.1 Access to Records

The County may request reasonable access to the Contractor's records and place of business for the purpose of monitoring, auditing, and evaluating the Contractor's compliance with the Agreement

and applicable laws and regulations. The Contractor will, upon receiving reasonable written notice, provide the County with access to its place of business and to its records that are relevant to its compliance with the Agreement and applicable laws and regulations.

The Contractor must also have documentation that they are able to account for and manage public funds in compliance with Generally Accepted Accounting Principles (GAAP).

### **13.2 Corrective Action**

If agency in out of compliance with their contract, the agency must correct each issue by a date agreed upon by both parties.

If an agency fails to correct identified issues, or is out of compliance with their contract or subcontract, DDA or the County may:

1. Switch the agency to a provisional contract; or
2. Terminate the agency's contract.

### **13.3 Extended Records Retention Timeline**

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

1. Document performance under the expectations of contract, implementation guide, and County Guidelines.
2. Demonstrate accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures, and payments.

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

### **14.0 NON-COMPLIANCE**

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

### **15.0 NO ACTIVE DEBARMENT**

Agency must have no active debarment certification.

**COUNTY IMPLEMENTATION GUIDE, Attachment A  
INCIDENT REPORTING TIMELINES**

<p style="text-align: center;"><b>One Hour Protocol</b></p> <p style="text-align: center;">Phone call to regional office within one hour followed by written notification within one business day</p>	<p style="text-align: center;"><b>One Day Protocol</b></p> <p style="text-align: center;">Written notification within one business day</p>
<ol style="list-style-type: none"> <li>1. <b>Alleged or suspected sexual abuse of a client.</b></li> <li>2. <b>Missing Client</b></li> <li>3. <b>Any event involving known media interest or litigation.</b> Positive news stories do not require an incident report; however, DDA and the count must still be notified.</li> <li>4. <b>Choking – when the client chokes on anything (e.g. food, liquid, or object) during county or county contracted services</b> and requires intervention regardless of outcome. Refer to your CPR and first aid training</li> <li>4. <b>Client arrested</b></li> <li>5. <b>Death of a client during county or county-contracted services</b></li> <li>6. <b>Injuries requiring hospital admission</b> resulting from: suspected abuse or neglect, or an unknown origin</li> <li>7. <b>Life threatening, medically emergent condition</b></li> <li>8. <b>Natural disaster</b> or environmental condition threatening client safety or program operation</li> <li>9. <b>Suicide</b></li> <li>10. <b>Suicide Attempt</b></li> </ol>	<ol style="list-style-type: none"> <li>1. <b>Alleged or suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, or abandonment of a client</b></li> <li>2. <b>Alleged or suspected criminal activity by a client</b></li> <li>3. <b>Alleged or suspected criminal activity perpetrated against a client</b></li> <li>4. <b>Awareness that a client or the client’s legal representative is contemplating permanent sterilization procedures</b></li> <li>5. <b>Client to client abuse</b></li> <li>6. <b>Hospital or nursing facility admission</b></li> <li>7. <b>Injuries to a client:</b> resulting from the use of restrictive procedures or physical intervention techniques; when there is reason to suspect abuse or neglect; that are serious and require professional medical attention; or that are of an unknown origin and cause suspicion of abuse or neglect</li> <li>8. <b>Medication or nurse delegation errors</b></li> <li>9. <b>Mental health crisis</b> resulting in inpatient admission to a state or local community hospital or psychiatric hospital or evaluation and treatment center.</li> <li>10. <b>Property Damage</b> of \$250 or more</li> <li>11. <b>Restrictive Procedure</b> implemented under emergency guidelines</li> <li>12. <b>Serious treatment or court order violations</b></li> </ol>

**COUNTY IMPLEMENTATION GUIDE ATTATCHMENT A  
CONTINUED**

**CLARIFYING EXAMPLES OF ABUSE, NEGLECT, FINANCIAL EXPLOITATION, AND SELF-NEGLECT**

The following examples, which are not all-inclusive, are provided to assist staff in identifying suspected or actual abuse, neglect, exploitation, and self-neglect. **While many examples are straightforward, others may be less obvious and need to be considered in a larger context.**

**1. Physical Abuse**

- a. Biting
- b. Choking
- c. Kicking
- d. Pinching
- e. Pushing
- f. Shaking (especially a child under three years of age)
- g. Shoving
- h. Prodding
- i. Slapping
- j. Striking with or without an object
- k. Twisting limbs (joint torsion)
- l. Causing or willfully allowing the person to do bodily harm to themselves or
- m. Causing or willfully allowing another client to physically harm them
- n. Controlling a person through corporal punishment
- o. Not allowing the client to eat, drink, or care for physical needs such as elimination
- p. Retaliation following a physical attack, verbal abuse or other unwelcome action by a client
- q. Using excessive force when restraining an agitated client

**2. Sexual Abuse**

- a. Any sexual contact between staff or volunteer of a facility and a client, whether or not it is consensual
- b. Inappropriate or unwanted sexual touching including but not limited to:
  - i. Fondling
  - ii. Intercourse
  - iii. Oral sex
  - iv. Rape
  - v. Sodomy
- c. Sexual coercion
- d. Sexual harassment
- e. Sexually explicit photographing, filming, or videotaping
- f. Showing, selling, or otherwise distributing pornographic materials

**3. Mental Abuse**

- a. Coercion
- b. Harassment
- c. Inappropriately isolating a vulnerable adult from family, friends, or regular activity
- d. Making derogatory or disparaging remarks about a person and his or her family in front of the person or within hearing distance of any client

- e. Oral, written, or gestural language threatening harm or intended to frighten clients
- f. Verbal assault such as ridicule, intimidation, yelling or swearing

**4. Neglect**

- a. A pattern of conduct or inaction by a person or entity with a duty of care that fails to provide the goods and services that maintain physical or mental health of a vulnerable adult, or that fails to avoid or prevent physical or mental harm or pain to a vulnerable adult; or
- b. An act or omission by a person or entity with a duty of care that demonstrates a serious disregard of consequences of such a magnitude as to constitute a clear and present danger to the vulnerable adult's health, welfare, or safety, which may include but not limited to:
  - i. Abandoning a client in situations where other persons, objects or the environment may injure the client
  - ii. Allowing the physical environment to deteriorate to the point that a client is subject to hazardous situations, such as electrical, water, and structural hazards
  - iii. Failure to follow prescribed treatment
  - iv. Failure to promptly respond to medical emergencies or requests for medical treatment
  - v. Failure to attend to clients in hostile or dangerous situations
  - vi. Failure to supervise which results in a client wandering, missing or running away
  - vii. Willful failure to protect the client from physical abuse by another client or staff
  - viii. Willful failure to protect a child from sexual contact with another child

**5. Exploitation (Including Personal and Financial)**

- a. An act of forcing, compelling, or exerting undue influence over a vulnerable adult causing the vulnerable adult to act in a way that is inconsistent with relevant past behavior
- b. Using clients to perform work that should be done by paid employees
- c. Using client financial resources for personal gain or for activities not related to client care

**6. Self-Neglect** Vulnerable adults who neglect themselves are unwilling or unable to do needed self-care. This can include such things as:

- a. Not eating enough food to the point of malnourishment
- b. Living in filthy, unsanitary, or hazardous conditions
- c. Refusing urgent medical care or a pattern of declining necessary medical care
- d. Refusing to pay for necessary or essential expenses, such as rent or utilities, resulting in the loss of these services

**COUNTY IMPLEMENTATION GUIDE ATTACHMENT B  
CHAPTER 6 DDA Policy 6.08**

**Incident Management and Reporting Requirements for County and County-Contracted Provider**

This policy establishes uniform reporting requirements and procedures for county and county contracted providers regarding incidents that involve Clients enrolled with the Developmental Disabilities Administration (DDA). This policy also addresses reporting allegations of suspected abuse, improper use of restraint, neglect, self-neglect, personal or financial exploitation, abandonment, and mistreatment.

Clients must be treated with kindness, respect, care, and consideration at all times. Abandonment, abuse, neglect, improper use of restraint, personal and financial exploitation are not permitted under any circumstances.

I have read DDA Policy 6.08, Incident Management and reporting Requirements for County and County-Contracted, in its entirety and understand:

- The definitions found in Attachment A of Policy 6.08;
- My legal requirement as a mandatory reporter to report abuse, improper use of restraint, neglect, personal or financial exploitation, or abandonment of a Client;
- How to report abuse, improper use of restraint, neglect, personal or financial exploitation, or abandonment of a Client, including incident reporting procedures;
- Failure to report can result in disciplinary action and may result in termination of the provider's contract. Furthermore, failure to report is a gross misdemeanor under RCW 74.34.053. Any provider employee, contractor, or volunteer found to have knowingly failed to fulfill their mandatory reporting obligation will be reported to the appropriate law enforcement agency and may be prosecuted.; and
- My responsibilities to protect Clients and other vulnerable adults and children from abuse, improper use of restraint, neglect, personal or financial exploitation, or abandonment.

I also acknowledge that I have had an opportunity to ask questions of my supervisor regarding this policy and have had those questions answered.

\_\_\_\_\_  
PRINT EMPLOYEE LEGAL NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE                      DATE

\_\_\_\_\_  
PRINT WITNESS LEGAL NAME

\_\_\_\_\_  
WITNESS SIGNATURE                      DATE

**COUNTY IMPLEMENTATION GUIDE ATTACHMENT C**  
**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
  - 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. “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. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).
  - D. “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.
  - E. “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.
  - F. “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.
  - G. “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.



- H. “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.
- I. “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.
- J. “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.
- K. “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.
- L. “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.
- M. “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](#) of the Office of the Chief Information Officer for the state of

Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-Client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:
  - A. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
  - B. If the Data shared under this agreement is classified as Category 4 data, 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 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
  
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
  - A. Have documented policies and procedures governing access to systems with the shared Data.
  - B. Restrict access through administrative, physical, and technical controls to authorized staff.
  - C. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
  - D. Ensure that only authorized users are capable of accessing the Data.
  - E. Ensure that an employee's access to the Data is removed immediately:
    1. Upon suspected compromise of the user credentials.
    2. When their employment, or the contract under which the Data is made available to them, is terminated.
    3. When they no longer need access to the Data to fulfill the requirements of the contract.
  - F. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information
  - G. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

1. A minimum length of 8 characters and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
  2. That a password does not contain a user's name, logon ID, or any form of their full name.
  3. That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
  4. That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- H. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
1. Ensuring mitigations applied to the system don't allow end-user modification.
  2. Not allowing the use of dial-up connections.
  3. Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
  4. Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
  5. Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
  6. Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- I. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
1. The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor.
  2. Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable).
  3. Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).
- J. If the contract specifically allows for the storage of Confidential Information on a Mobile

Device, passcodes used on the device must:

1. Be a minimum of six alphanumeric characters.
  2. Contain at least three unique character classes (upper case, lower case, letter, number).
  3. Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- K. Render the device unusable after a maximum of 10 failed logon attempts.

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

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

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

- C. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism
- D. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an

area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- E. Paper documents. Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- F. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- G. Data storage on portable devices or media.
  - 1. Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - a. Encrypt the Data.
    - b. Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
    - c. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity if this feature is available. Maximum period of inactivity is 20 minutes.
    - d. Apply administrative and physical security controls to Portable Devices and Portable Media by:
      - i. Keeping them in a Secure Area when not in use,
      - ii. Using check-in/check-out procedures when they are shared, and
      - iii. Taking frequent inventories. 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.
  - 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.

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

- a. Keeping them in locked storage when not in use
  - b. Using check-in/check-out procedures when they are shared, and
  - c. Taking frequent inventories
2. When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

**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 attest to the contract listed in the contract and keep a copy of that attestation for your records 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.

- f. The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.
  - g. The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
2. Data will not be stored on an Enterprise Cloud storage solution unless either:
    - a. The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or
    - b. The Cloud storage solution used is HIPAA compliant.
  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. 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.

**7. Data Segregation.**

- A. DSHS category 4 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.
  2. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
  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 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:		Will be destroyed by:
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs		Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information		Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)		On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)		Incineration, shredding, or completely defacing the readable surface with a course 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](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 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 sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.