



**INTERLOCAL AGREEMENT**  
**Public Institute of Higher Education**  
**Pre-employment Transition Services**

DSHS Agreement Number:  
2165-32353

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:  
  
Contractor Contract Number:

CONTRACTOR NAME Northwest Educational Service District 189		CONTRACTOR (doing business as) (DBA)	
CONTRACTOR ADDRESS 1601 R Avenue Anacortes, WA 98221		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 600-253-146	DSHS INDEX NUMBER 2271
CONTRACTOR CONTACT Fran McCarthy	CONTRACTOR TELEPHONE (360) 299-4098	CONTRACTOR FAX (360) 299-4070	CONTRACTOR E-MAIL ADDRESS fmccarthy@nwesd.org
DSHS ADMINISTRATION Division of Vocational Rehabilitation	DSHS DIVISION Division of Vocational Rehabilitation	DSHS CONTRACT CODE 8800LC-65	
DSHS CONTACT NAME AND TITLE Doina Dobrin Contracts Specialist		DSHS CONTACT ADDRESS DSHS/DVR 4565 7th Ave SE 4FL  Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360)810-0480	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS doina.dobrin@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 10/23/2021	AGREEMENT END DATE 09/30/2022	MAXIMUM AGREEMENT AMOUNT \$500,000.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:</b>			
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A- Data Security Requirements			
<input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Larry Hancock, Superintendent	DATE SIGNED 10/26/21
DSHS SIGNATURE 		PRINTED NAME AND TITLE Doina Dobrin, Contracts Specialist	DATE SIGNED 10/26/2021

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- a. **COVID-19 Vaccination Requirement.** Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14 and all subsequent amendments. After October 18, 2021 Contractor Staff who are reasonably likely or contractually obligated to engage in work while

## DSHS General Terms and Conditions

physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by a State Agency, an operator of an Educational Setting, or an operator of a Health Care Setting as defined in the Proclamation must be fully vaccinated against COVID-19 unless they have been granted a valid disability or religious accommodation by Contractor. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

### 6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
  - (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
  - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:

## DSHS General Terms and Conditions

- i. Encrypting email and/or email attachments which contain the Confidential Information.
- ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

**Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**

- (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
  - c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
  - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
  - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 9. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 10. Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years

## DSHS General Terms and Conditions

following this Contract's termination or expiration.

- 11. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 12. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 13. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 15. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

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

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
  - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
  - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
  - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor.

## DSHS General Terms and Conditions

The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the

## DSHS General Terms and Conditions

dispute.

- 18. Hold Harmless.** The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- 19. Ownership of Material.** Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.
- 20. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)



## DSHS General Terms and Conditions

- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
  - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
  - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

### 21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

### 22. Treatment of Client Property.

Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions. Definitions specific to each service are outlined in each service category.
- a. "504 Plan" means a plan that falls under Section 504 of the Rehabilitation Act of 1973, as amended. It is a plan developed to ensure that primary and secondary students with disabilities identified under the law receive accommodations that will ensure their academic success and access to the educational learning environment.
  - b. "BCCU" means the DSHS Background Check Central Unit.
  - c. "Business Day" means the days between and including Monday to Friday, excluding holidays observed by the State of Washington and its employees.
  - d. "Character, Competence, and Suitability Assessment (CCSA)" means a form completed and kept on file by the Contractor. It justifies why an employee, intern, or volunteer, with a "REVIEW REQUIRED" outcome in their Background Check may have unsupervised access to Students served under this Contract.
  - e. "Corrective Action Plan (CAP)" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
  - f. "DVR" means the Division of Vocational Rehabilitation, of the Washington State Department of Social and Health Services (DSHS).
  - g. "DVR-Eligible" means a Student as described in this Contract who has applied for, and been found eligible for DVR services.
  - h. "Individual with Disabilities Education Act (IDEA)" means the federal law that requires schools to serve the educational needs of students with disabilities.
  - i. "Individualized Education Plan (IEP)" means the individualized educational plan for a primary or secondary Student who has been found to have a disability, as defined by federal regulations under IDEA.
  - j. "Informational Interview" means a Student meeting one-on-one with an employer at the worksite to ask questions and learn about an occupation based on their vocational interests.
  - k. "Integrated Work Setting" means a setting that employs people with and without disabilities.
  - l. "Job Shadow Visit" means a Student visits a worksite to observe a specific job, based on their vocational interests, being performed by an employee or employees.
  - m. "Job Site Tour" means visiting a worksite where an individual Student or group of Students observe a variety of different jobs being performed by employees at the same location.
  - n. "Peer Mentoring" means a process through which a more experienced Student encourages and assists a lesser experienced Student to develop their potential within a shared area of interest.

## Special Terms and Conditions

- o. "Potentially DVR-Eligible" means a Student, as defined in this Contract, who has not applied for nor is receiving DVR services.
- p. "Pre-Employment Transition Services (Pre-ETS)" means activities specified in the Rehabilitation Act of 1973, as amended in 2014 that are provided to Students with disabilities while attending secondary school or enrolled in post-secondary education. Specifically, under this contract, Pre-ETS will include Workplace Readiness Training and Work-Based Learning.
- q. "Rehabilitation Act" means the Rehabilitation Act of 1973, as amended. The Rehabilitation Act authorizes formula grant programs for vocational rehabilitation, supported employment, and client assistance.
- r. "Self-advocacy" means an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires. Self-advocacy instruction may include Peer Mentoring.
- s. "Student" means an individual, ages 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be 16 through 21 years of age to participate in Work-Based Learning.
- t. "Student Portfolio" means a compilation of relevant material produced by the Student that may be presented to prospective employers to document the individual's accomplishments while participating in Workplace Readiness Training, Work-Based Learning Activities, and Paid Work-Based Learning Experiences, including but not limited to:
  - (1) Training topics and/or Work-Based Learning Experiences completed by the Student;
  - (2) Skill acquisition achieved by the Student;
  - (3) Sample resume, employment application, and employment-related references; and
  - (4) Other items selected by a Student that showcase their accomplishments.
- u. "Supervising Adult" means:
  - (1) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting within the community or at the Contractor's facility to facilitate active student engagement and ensure student safety; and
  - (2) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting on school premises to facilitate active student engagement and ensure student safety; this may be in combination with school personnel (teacher or teacher's aide) who is also present at all times.
- v. "Teen Worker Rules" means regulations, guidelines, forms, and other information established by the Washington State Department of Labor and Industries that govern the employment of minors.
- w. "Unsupervised Access" means that a member of the Contractor's personnel (Board member, staff person, volunteer, or intern) is in the presence of a Student but not in the presence of:
  - (1) Another member of the Contractor's personnel who has passed the DVR background check; or

## Special Terms and Conditions

- (2) Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of his or her employment or involvement with the business or organization (RCW 43.43.830(13)).
- x. "Work-Based Learning" includes Individual Work-Based Learning Activities and Paid Work-Based Learning Experiences.
- (1) "Individual Work-Based Learning Activities" means activities away from the traditional school setting that teach a student about various occupations and workplaces that are based on their vocational interests, including Job Site Tours, Job Shadow Visits, and Informational Interviews.
  - (2) "Paid Work-Based Learning Experience" means activities where a student is placed into a competitive, integrated work setting where they get paid the Washington State or local minimum wage, whichever is higher, to perform a non-permanent job at an employer's worksite in accordance with Washington State Teen Worker Rules established by the State Department of Labor and Industries.
- y. "Workplace Readiness Training" means training to acquire or enhance commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, sometimes called soft skills, employability skills, or job readiness skills.

### 2. Purpose.

The purpose of the contract is to provide Workplace Readiness Training, Individual Work-Based Learning Activities, and Paid Work-Based Learning Experiences to Students.

### 3. General Requirements.

a. The Contractor shall:

- (1) Provide all services in accordance with the **Exhibit F** – Code of Ethics and Standards of Practice form, DSHS 05-252 (10/2016). The Contractor must complete and remit **Exhibit F**, signed and agreed to as part of the Contractor's intake submission, prior to contract execution.
- (2) Prior to providing services to each Student:
  - (a) Obtain parental, guardian, or Student consent for the Student to receive Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122;
  - (b) Obtain signature from a school official certifying the school has documentation of the Student's disability and referring the Student for Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122; and
  - (c) Obtain emergency contact information for the Student using a form developed by the Contractor.
- (3) Assume all responsibility for the well-being, safety, and protection of participating Students, as well as liability for any type of harm, injury, and/or loss that a Student may experience while participating in Workplace Readiness Training and/or Work-Based Learning.

## Special Terms and Conditions

- (4) Assure that the services provided to Students under this contract do not duplicate or supplant the same or similar services that are provided to the same Students by their school.
- b. When serving Students in a group setting within the community, the Contractor shall not exceed a ratio of one (1) supervising adult per five (5) students (1:5). When serving students in a group setting at the Contractor's facility or on school premises, the Contractor shall not exceed a ratio of one (1) supervising adult per fifteen (15) students (1:15).
- c. Reports are required for, and must accompany, all invoices submitted to Regional Transition Consultant or designee. For reporting requirements, see Section 6 below.
- d. By signing this DVR Contract, the Contractor agrees to:
  - (1) Provide all services, as described in Section 4, Statement of Work, of this contract in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended.
  - (2) Arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA) of 1990, as amended unless the cost involved would cause an undue burden, defined as a significant difficulty or expense, for the Contractor. Determination of what constitutes an undue burden shall be made by DVR on a case-by-case basis, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for interpreter services apart from the contracted fee for service.
  - (3) Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Students who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.

### 4. Statement of Work.

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

#### Deliverables:

##### a. Workplace Readiness Training

- (1) The Contractor shall provide Workplace Readiness Training to a maximum of **500** Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive no more than ten (10) hours of Workplace Readiness Training within a twelve (12) month period starting with the date a Student begins their initial training.
  - (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of ten (10) hours per Student is not exceeded.
- (3) The Contractor shall submit a roster of Student names to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of each Workplace Readiness Training; this will enable DVR to ensure these services are included in, or

## Special Terms and Conditions

added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.

- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Workplace Readiness Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Secondary School Transition Manager.
- (5) At the conclusion of the Workplace Readiness Training each student completing the training shall receive:
  - (a) A Certificate of Completion. This document shall be prepared, presented to the Student, and retained by the Contractor.
  - (b) A Student Portfolio.
  - (c) An opportunity to complete an evaluation of the Workplace Readiness Training that includes a section for self-reflection.

b. **Work-Based Learning**, to include Individual Work-Based Learning Activities and a Paid Work-Based Learning Experience

- (1) The Contractor shall provide Individual Work-Based Learning Activities to a maximum of **500** Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) The Contractor shall provide Paid Work-Based Learning Experiences to a maximum of **300** Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (3) The Contractor shall submit a roster of Student names to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of Individual Work-Based Learning Activities and/or Paid Work-Based Learning Experiences; this will enable DVR to ensure these services are included in, or added to the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.

(4) **Individual Work-Based Learning Activities**

- (a) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall participate in one (1) or more of the following Individual Work-Based Learning Activities, arranged by the Contractor:
  - i. Job Site Tour;
  - ii. Job Shadow Visit; and/or
  - iii. Informational Interview.
- (b) Each Student shall receive no more than eight (8) Individual Work-Based Learning Activities per twelve (12) month period starting with the date the Student begins their first Individual Work-Based Learning Activity.
- (c) The Contractor may use the evidence-based curricula posted on DVR's internet page,

## Special Terms and Conditions

located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Individual Work-Based Learning Activities.

### (5) Paid Work-Based Learning Experiences

- (a) The Contractor shall arrange and provide onsite support for each Potentially DVR-Eligible Student and/or DVR-Eligible Student to participate in a Paid Work-Based Learning Experience in a competitive, integrated workplace setting, based on the Student's areas of vocational interest. A Student shall be limited to one Paid Work-Based Learning Experience within a twelve (12) month period up to a maximum of 120 hours.
  - (b) Students participating in Paid Work-Based Learning Experiences shall be paid an hourly wage by the Contractor at the rate of the prevailing Washington State or local minimum wage, whichever is greater.
  - (c) The Contractor shall maintain accurate time sheets that document the dates and hours that a Student participates in a Paid Work-Based Learning Experience.
  - (d) The Contractor may bill for reimbursement of student wages each month. However, the Contractor shall not bill for a Paid Work-Based Learning Experience contractor fee until a Student has completed their Paid Work-Based Learning Experience.
  - (e) Peer Mentors shall be counted as participating in a Paid Work-Based Learning Experience only if:
    - i. The Peer Mentor Experience meets the requirements of a Paid Work-Based Learning Experience;
    - ii. The Peer Mentor is a Student as defined in this Contract; and
    - iii. The Contractor provided the Peer Mentoring Experience in a manner consistent with all requirements in this Contract.
- (6) At the conclusion of the Student's Individual Work-Based Learning Activities and Paid Work-Based Learning Experience; each Student shall receive:
- (a) A Certificate of Completion. This document shall be prepared and presented to the Student, and retained by the Contractor.
  - (b) A Student Portfolio.
  - (c) An opportunity to complete an evaluation of the Individual Work-Based Learning Activities and Paid Work-based Learning Experience that includes a section for self-reflection.

### c. Self-advocacy Training

- (1) The Contractor shall provide Self-Advocacy Training to a maximum of **500** Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive no more than ten (10) hours of Self-Advocacy Training within a twelve (12) month period starting with the date a Student begins their initial training.

## Special Terms and Conditions

- (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of forty hours per Student is not exceeded.
- (3) The Contractor shall submit a roster of Student names to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of each Self-Advocacy Training; this will enable DVR to ensure these services are included in, or added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Self-Advocacy Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Secondary School Transition Manager.
- (5) Students may receive Self-Advocacy Training through Peer Mentoring Experiences.
  - (a) Peer Mentoring Experiences are subject to the same requirements as other Self-advocacy Training and shall count toward the maximum hours of Self-advocacy Training for the Students receiving the Peer Mentoring.

### 5. Outreach, Recruitment, and Coordination.

- a. The Contractor shall coordinate the delivery of contracted services with the DVR Regional Transition Consultant or designated DVR liaison, school staff, parents, and other Pre-Employment Transition Services contractors.
- b. Marketing, educational, and outreach materials shall be developed in collaboration with the DVR Secondary School Transition Program Manager.

Secondary School Transition Program Manager  
DSHS/DVR  
PO Box 45340  
Olympia WA 98504-5340  
Or by email to: [tammie.doyle@dshs.wa.gov](mailto:tammie.doyle@dshs.wa.gov)

- c. Distribution of marketing, educational, and outreach materials shall be coordinated with the DVR Regional Transition Consultant.

**Nicholas Harris**, Regional Transition Consultant  
Mailing Address:  
4101 Meridian  
Bellingham, WA 98226  
Or by email to: [nicholas.harris@dshs.wa.gov](mailto:nicholas.harris@dshs.wa.gov)

- d. The Contractor shall clearly identify on all marketing and outreach materials that services provided by this contract are provided in collaboration with DVR using this statement:

"These services were developed in partnership with the Washington State Department of Social and Health Services, Division of Vocational Rehabilitation."



## Special Terms and Conditions

- e. The Contractor shall provide equitable access and outreach to serve a diverse Student base, including Students from culturally and linguistically diverse communities. Outreach shall include, but is not limited to, recruitment of Students with a variety of disabilities. Disabilities may include the following: Specific Learning Disabilities, Emotional-Behavioral Disorders, Autism, Intellectual-Developmental Disabilities, Deaf/Hard of Hearing, Deaf/Blind, Mobility Impaired, etc.
- f. The Contractor shall schedule Workplace Readiness Training, Individual Work-Based Learning Activities, and Paid Work-Based Learning Experiences in a manner that does not conflict with a Student's in-school required classes and activities.

### 6. Reports.

On a monthly basis, the Contractor shall provide DVR with the following, in electronic format when possible, using the DSHS Secure Email System or other secure means as specified in Exhibit A of this contract:

- a. Completion of **Exhibit D** – A19-1A Invoice Excel Workbook in which the Contractor shall bill for and log Student data and services completed during the month along with:
  - (1) Copies of **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122 (02/2017), completed for each Student who participated in Workplace Readiness Training, Individual Work-Based Learning Activities, and/or Paid Work-Based Learning Experiences,
  - (2) Copies of Student sign-in sheets that correspond with each Workplace Readiness Training session conducted during the month.
  - (3) Copies of Student time sheets that correspond with the dates and hours that a Student spent participating in a Paid Work-Based Learning Experience.
  - (4) A summary that provides an overview of outreach and recruitment activities during the month, as specified in Section 5 above.
  - (5) A copy of student evaluations, when received, of Workplace Readiness Training, Individual Work-Based Learning Activities, and Paid Work-Based Learning Experiences, to include self-reflection.
- b. The Contractor shall submit all items listed above to:

**Nicholas Harris**, Regional Transition Consultant  
Mailing Address:  
4101 Meridian  
Bellingham, WA 98226  
Or by email to: [nicholas.harris@dshs.wa.gov](mailto:nicholas.harris@dshs.wa.gov)

- c. When sending electronic reports, documents and/or data to DVR, the Contractor shall adhere to data security requirements specified in **Exhibit A** – “Data Security Requirements.”

### 7. Consideration.

Total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is **\$500,000.00** and shall be based on the following:

## Special Terms and Conditions

- a. Fees shall be paid according to **Exhibit E** - Pre-Employment Transition Services Fee Schedule.
- b. Any increase or decrease in consideration shall be identified in an updated **Exhibit E** – Pre-Employment Transition Services Fee Schedule. Any change to the Fee Schedule shall be incorporated in to this Contract by reference and posted on DVR's internet page at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>. The Contractor shall be notified by DVR of any changes to the Fee Schedule.

### 8. Subcontracting.

DVR reserves the right to approve or deny the Contractor staff, and any Subcontractor(s) the Contractor assigns or contracts with, to perform the work required under the terms of this Contract. The Contractor must have DVR approval before subcontracting. See also General Terms and Conditions, Section 24.

- a. The Contractor shall submit the following documentation to DVR for review and approval before engaging in subcontracts for the services described in this Contract:
  - (1) A completed **Exhibit G**—DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019);
  - (2) A copy of the proposed subcontract;
  - (3) Proof of the Subcontractor's insurance, showing compliance with Special Terms and Conditions, Section 14, of this contract; and
  - (4) A copy of the Subcontractor's valid Washington State Business License.
- b. The Contractor shall submit all required documentation for approval to:

Secondary School Transition Program Manager  
DSHS/DVR  
PO Box 45340  
Olympia WA 98504-5340  
Or by email to: [tammie.doyle@dshs.wa.gov](mailto:tammie.doyle@dshs.wa.gov)
- c. Subcontractors approved to provide services under this contract are subject to all terms and conditions of this contract.
- d. The Contractor shall be responsible for ensuring Subcontractors comply with reporting requirements, background check requirements, and Exhibits as specified in this contract.

### 9. Billing and Payment.

- a. Invoice System. The Contractor shall submit **Exhibit D** – A-19 Invoice Excel Workbook for each month that services were provided, no later than the fifteenth (15) calendar day of the following month. The fees shall be in accordance with those set forth in Special Terms and Conditions, Section 7, Consideration, of this contract. The invoice must be accompanied by all of the items specified in Special Terms and Conditions, Section 6, Reports, of this contract.
  - (1) The Contractor shall not bill for a Paid Work-Based Learning Experience until a Student has reached the maximum number of hours they will complete during their experience.

## **Special Terms and Conditions**

- b. Insufficient documentation or delay in the receipt of an invoice and/or reports may result in a delay of payment to the Contractor.
- c. Contact Information. The Contractor shall submit the invoice and reports to the Regional Transition Consultant, or designee, who will review for completeness, mathematical accuracy, and that services were billed according to agreed deliverables and considerations.
- d. Payment. Payment shall be approved by the Regional Administrator or designee and considered timely if made by DVR within thirty (30) days after receipt and acceptance by the Regional Transition Consultant or designee of the properly completed invoice and reports. Payment shall be sent to the address designated by the Contractor on page 1 of this Contract. DVR may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

### **10. Investigations of Contractor or Related Personnel.**

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

### **11. Removal of Individuals from Performing Services.**

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

### **12. Compliance with Corrective Action Plan (CAP).**

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

### **13. Background Checks.**

- a. Prior to performing services under this contract, the Contractor must obtain a criminal background

## Special Terms and Conditions

check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Students. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Students and may have Unsupervised Access to these individuals.

- b. DVR may, at its discretion, request a background check on any director, board member, or other personnel.
- c. The Contractor shall designate an employee contact and back-up contact who are authorized to process confidential background checks and accept results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit **Exhibit I** – Background Check System Access Request form, DSHS 17-253 (01/2019), and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Students.
- d. When an employee, intern, or volunteer of the Contractor receives a background check result of **"NO RECORD"**, the Contractor may allow Unsupervised Access to Students.
- e. When an employee, intern, or volunteer of the Contractor receives a background check result of **"REVIEW REQUIRED"**, the Contractor must complete **Exhibit J** - Character, Competence, and Suitability Assessment (CCSA) form, DSHS 03-506 (01/2019), to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Students due to mitigating circumstances.
  - (1) The completed CCSA shall be kept on file with the employee, intern, or volunteer's DSHS background check results. At any time DVR may ask to view the CCSA or request a copy of the CCSA form.
- f. When an employee, intern, or volunteer of the Contractor receives a background check result of **"DISQUALIFY"** as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Students. The list can be found at the following website address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: <https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions>.
- g. DSHS background checks shall be conducted:
  - (1) Anytime a new employee, intern, or volunteer is hired that may have Unsupervised Access to Students;
  - (2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Students; or
  - (3) When the Contractor or DVR has reason to believe an employee, intern, or volunteer has committed an offense that may affect the status of his or her Unsupervised Access to Students.
- h. All background check and related documents shall be retained by the Contractor per DSHS General Terms and Conditions, Section 11, Maintenance of Records, with the following additional considerations:

## Special Terms and Conditions

- (1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns or volunteers, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location separated from personnel files and other less confidential documents. Documents include the person's name, date of birth, aliases, driver's license, and social security number, and confidential background information.
- (2) Results of the online DSHS Background Check System for individuals who were not hired by the Contractor, or existing employees, interns, or volunteers of the Contractor who are denied Unsupervised Access to Students, because of a disqualifying record, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location. Documents include the person's name, date of birth, aliases, driver's license number, and social security number, and confidential background information.

### 14. Insurance.

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

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

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

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

### 15. Disputes.

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

- a. The Contractor and DVR shall attempt to resolve the dispute through informal means between the Contractor and the assigned Regional Transition Consultant. For those contracts where a Regional Transition Consultant is not assigned, the Contractor shall attempt to resolve the dispute with the Regional Administrator.
- b. If the Contractor is not satisfied with the outcome of the resolution with the Regional Transition Consultant or Regional Administrator, the Contractor may submit a request for review of the disputed issue, in writing, for review within thirty (30) business days of the outcome to:

DVR Director  
DSHS/DVR

## Special Terms and Conditions

PO Box 45340  
Olympia WA 98504-5340

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

**16. Exhibits. ALL EXHIBITS LISTED BELOW ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE.**

- a. The following exhibit is attached to the end of this Contract:
  - (1) Exhibit A—Data Security Requirements.
- b. The following exhibits are located on the DVR website with the most current version, <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>:
  - (1) Exhibit B – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122 (02/2017).
  - (2) Exhibit C – Pre-ETS Curricula
  - (3) Exhibit D – A19-1A Invoice Excel Workbook
  - (4) Exhibit E – Pre-Employment Transition Services Fee Schedule
  - (5) Exhibit F – Code of Ethics and Standards of Practice, DSHS 05-252 (10/2016)
  - (6) Exhibit G – DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019)
  - (7) Exhibit H – DVR Logo

## Special Terms and Conditions

- (8) Exhibit I – BCS Access Request form, DSHS 17-253 (01/2019)
- (9) Exhibit J – Character, Competence, and Suitability Assessment form, DSHS 03-506 (01/2019)

## Special Terms and Conditions

### Exhibit A – Data Security Requirements

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



## Special Terms and Conditions

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

## Special Terms and Conditions

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

## Special Terms and Conditions

- 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

## Special Terms and Conditions

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:

## Special Terms and Conditions

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

### h. Data stored for backup purposes.

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

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

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
  - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
  - (b) The Data will be Encrypted while within the Contractor network.
  - (c) The Data will remain Encrypted during transmission to the Cloud.

## Special Terms and Conditions

- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

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

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

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

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

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

**7. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
  - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
  - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
  - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

## Special Terms and Conditions

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

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

**9. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](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.

## Special Terms and Conditions