INTERLOCAL AGREEMENT

Public Institute of Higher Education

Job and IL Services

DSHS Agreement Number: 2665-68424

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	CONTRACTOR doing business as (DBA)		
Northwest Educational Service District 189			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
1601 R Avenue Anacortes, WA 98221		600-253-146	2271
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Brian McClay	(360) 299-4075	(360) 299-4070	bmcclay@nwesd.org
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Division of Vocational Rehabilitation	Division of Vocational Rehabilitation	8000LC-65	
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS		
Nicke Gbehan Heard Contract Specialist	4565 7th Ave SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(360) 995-2029	Click here to enter text.	Nicke.GbehanHeard@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	ASSISTANCE LISTING NUMBER(S)		
No			
AGREEMENT START DATE	**AGREEMENT END DATE**	MAXIMUM AGREEMENT AMOUNT	
02/23/2026	06/30/2027	Fee For Service	

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

☐ **Exhibits (specify):** Exhibit A - Data Security Requirements

☐ **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	DATE SIGNED
LM Ismael Vivanco (Mar 5, 2026 15:42:57 PST)	Ismael Vivanco, Superintendent	Mar 5, 2026
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Nicke Gbehan H	Nicke Gbehan Heard, Contracts Specialist	03/05/2026

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/.

m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

a. **Applicable Law**. Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.

b. **Civil Rights and Nondiscrimination**. Contractor shall comply with all federal and state civil rights

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

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

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement**. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate**. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments**. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor no longer complies with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof. This is a requirement under Directive of the Governor 22-03.

e. **Reporting Certain Requests from the Federal Government or Law Enforcement Entities**. Contractor shall report to DSHS, within 24 hours, all non-routine requests from a law enforcement authority or federal agency for any of the following: (i) health care information, as defined in RCW 70.02.010, (ii) program eligibility information for individuals, or (iii) information that may identify a health care provider's or facilities delivery of health care services to noncitizens, or delivery of protected health care services as defined in RCW 7.115.010 (gender affirming treatment and reproductive health care services that are lawful in the state of Washington). This is a requirement under Chapter 424, Laws of 2025.

Examples of non-routine requests include surveys, requests for disclosure, subpoenas, and other mechanisms for obtaining data or information. Additionally, search warrants or other requests for disclosure are considered non-routine if they expressly seek data or information about services to noncitizens, gender affirming services, or reproductive health care services.

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:

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. **Digital Accessibility**. If this Contract includes the acquisition, procurement, development, modification or enhancement of public-facing digital content or tools; including websites, applications, and media (Covered Technology), the following requirements shall apply:

a. All Covered Technology under this Contract must meet Level AA compliances with Web Content Accessibility Guidelines (WCAG) 2.2.

b. Contractor shall validate compliance with this requirement through either a third-party accessibility validation report, a Vendor Product Accessibility Template (VPAT), or compliance review documentation.

c. Should the Covered Technology under this Contract fails to meet the required compliance level, the Contractor shall submit a remediation plan addressing all issues identified to the DSHS Contact identified on the cover page of this Contract. DSHS may immediately terminate this Contract by providing the Contractor written notice if the Contractor fails to timely remediate all issues identified.

8. **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.

9. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

10. **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.

11. **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.

12. Inspection. The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 subsubsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

18. 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:

19. 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 dispute.

20. 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.

21. 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.

22. 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 Assistance Listing Numbers (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to https://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $1,000,000 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.

23. 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.

24. 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. "Authorization for Purchase" (AFP) is the formal DVR fiscal document that officially identifies and authorizes a DVR Contractor to deliver a specific CRP service at a specified amount.

   b. "BCCU" means the DSHS Background Check Central Unit.

   c. "Business Day" means the days between and including Monday to Friday, excluding holidays observed by the state of Washington and its employees.

   d. "Character, Competence, and Suitability Assessment" (CCSA) means a form, DSHS 17-263, completed, submitted for DVR review and kept on file by the Contractor justifying why an employee, intern, or volunteer with a background check result of REVIEW REQUIRED should have unsupervised access to Customers.

   e. "Clear and Convincing Evidence" means that the Division of Vocational Rehabilitation shall have an unequivocal, high degree of certainty before it can conclude that an individual is incapable of benefiting from services in terms of an employment outcome.

   f. "Community Rehabilitation Program" (CRP) provides vocational rehabilitation services to individuals with disabilities to enable those individuals to maximize their opportunities for employment.

   g. "Competitive Employment" means part-time or Full-Time work that is performed in an Integrated Work Setting for which the individual is paid at or above the state minimum wage and earns the same wages and benefits as other employees who are not disabled, performing the same or similar work.

   h. "Contract Monitoring" means planned ongoing or periodic activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract.

   i. "Corrective Action Plan" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contactor to compliance with the terms of the Contract.

   j. "CRP Guidelines" means a document containing guidelines and frequently asked questions regarding the services purchased through this Contract which can be accessed on the DVR website.

   k. "Customer" means an individual with a disability who is referred to the Contractor by DVR for CRP or IL services.

   l. "DVR" means the DSHS Division of Vocational Rehabilitation.

   m. "Emergency Situation" refers to a situation where following typical processes and timelines to authorize a service would cause a delay in service that would adversely affect the Customer's progress toward their employment goal.

   n. "Extended Services" means ongoing support services and other appropriate services needed to support an individual with a most significant disability in supported employment; such services are provided by a State agency, a private nonprofit organization, Employer, or any other appropriate

resource, from funds other than DVR funds, after an individual with a most significant disability has made the transition from support provided by DVR.

o. "Full-Time" means an individual works at least thirty-five (35) hours per week.

p. "Initial Period" means the first two (2) consecutive years that the Contractor provides CRP services outlined in this Contract or previous contracts.

q. "IL" means Independent Living.

r. "IL Service" means services that address specific IL issues that are identified as barriers to employment.

s. "Integrated Work Setting" means it is a setting commonly found in the community (such as a store, office, or school) where they come into contact with people without disabilities while they are receiving a VR service. The people without disabilities they come into contact with are not the same people providing VR services to them. The setting is integrated if it is a setting commonly found in the community where both their immediate co-workers and the public with which they interact include people without disabilities. The amount of contact they have with people without disabilities is the same that a person without disabilities in the same type of job would experience.

t. "Most Significant Disability" means individuals who are determined eligible for Vocational Rehabilitation (VR) Services and meets the following criteria as defined in WAC 388-891A-0620:

(1) The individual requires multiple VR services over an extended period of time.

(2) The individual experiences serious functional limitations in four (4) or more of the following areas in terms of an employment outcome:

(a) Mobility

(b) Communication

(c) Self-care

(d) Cognition and learning (self-direction)

(e) Interpersonal

(f) Work tolerance

(g) Work skills

u. "Remote Services Delivery" means delivery of services in whole or in part through telephone, text, or virtual platforms or a combination of these.

v. "Risk Assessment" means the process of evaluating the contractor and contracted services in an effort to determine the department's exposure to loss or harm that could arise from an activity performed by that contractor. A contractor is evaluated on current and previous performance of a service(s), the inherent jeopardy within a service, and his or her ability to reduce the risks.

w. "Service Delivery Outcome Plan (SDOP)" is a written plan jointly developed by the Customer, DVR, counselor, and CRP representative for obtaining CRP services. The details of the agreement are

tailored to the unique needs of the Customer and documented.

x. "Service Delivery Outcome Report (SDOR)" is a report completed by the Contractor providing detailed documentation of how the Contractor met the expectations agreed upon in an SDOP and this Job Services Contract for the service provided to a specific Customer.

y. "Student" means an individual, ages of 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program.

z. "Unsupervised Access" means that a member of the Contractor's personnel (Board member, staff person, volunteer, or intern) is in the presence of a Customer but not in the presence of:

(1) Another member of the Contractor's personnel who has passed the DVR background check; or

(2) Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of his or her employment or involvement with the business or organization (RCW 43.43.830(13)).

aa. "Vocational Rehabilitation Counselor (VRC)" means DVR Vocational Rehabilitation Counselor.

bb. "Vocational Rehabilitation (VR) Services" refers to services by DVR as they relate to the terms and services outlined in this Contract.

2. Purpose.

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

3. General Requirements.

a. NO PART OF THE CRP OR IL SERVICES OUTLINED IN THIS CONTRACT MAY BE SUBCONTRACTED.

b. Contract Term. The initial term of this Contract is two (2) years with the option to extend for two (2) additional two (2) year terms. The total Contract term, including the initial term and all subsequent extensions, shall not exceed six (6) years unless an emergency exists, and special circumstances will require a partial term extension. The choice to extend this Contract is determined solely by DVR, and DVR reserves the right to extend some or all of the contractors.

c. This Contract is based on Open Enrollment Solicitation. The Open Enrollment Solicitation, as well as the Contractor's response to the Solicitation, are incorporated into this Contract by reference. At the Contractor's request, DVR will send the Contractor a copy of the Solicitation and/or the Contractor's response to the Solicitation.

d. The Contractor shall provide all services in accordance with the Code of Ethics and Standards of Practice, Exhibit F to the Open Enrollment Solicitations incorporated by reference herein.

e. The Contractor shall be liable for any accidents or injuries to the Customer at a business site while the Customer is participating in a TWE, CBA or other CRP contracted service when the Customer is not an employee of the business. The Contractor shall also be liable for any damages caused by the Customer to equipment or property belonging to the employer where the service is conducted.

f. The Contractor may store DSHS Data necessary to provide services under this contract, including Personal Information, on Portable Devices such as laptops. Portable Devices such as laptops. Portable Devices containing DSHS Data must be protected in accordance with Exhibit A – Data Security Requirements. For definitions of the terms used in this paragraph, refer to the General Terms and Conditions as well as Exhibit A.

g. Neither party shall perform their specific responsibilities in this Contract unless:

(1) DVR, the Customer, and the Contractor have fully completed and signed a DVR SDOP for the specific service(s) provided under this Contract.

(2) DVR has issued a signed AFP for provision of services described in this Contract.

(3) If an Emergency Situation exits, the VRC may give the Contractor verbal authorization to start service(s) before the SDOP and AFP are developed if a delay in service delivery would adversely affect the Customer's progress.

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

h. The Contractor shall provide monthly progress updates to be submitted to the VRC in an SDOR.

(1) Reports are required for, and must accompany, all invoices submitted to the VRC for approval. Report information must be in the body of the SDOR, no attachments are accepted. For reporting requirements, see each service section and Section 5, Reports.

i. By signing this DVR Contract, the Contractor agrees to:

(1) Provide all services, as described in Section 4, Statement of Work, of this Contract in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended.

(2) Arrange and be responsible for all costs associated with communication interpreter services, as needed, to provide disability-related access per the ADA of 1990, as amended. If a Contractor believes the cost of providing ASL interpreting services in an individual case would be a financial burden to their program, they may request that DVR assist with paying for these costs by submitting a letter to the Community Program Manager attesting that providing these services would be a financial burden. The attestation should include the following information:

(a) The service being provided and Customer name and/or SDOP for specific service;

(b) Expected accommodation needs and possible frequency of accommodations;

(c) Contractor justification for inability to cover cost of accommodation; and

(d) Contractor contact information for DVR response.

(3) Determination will be made by the DVR Director or designee on a case-by-case basis, relative to the Contractor's overall resources. If approved, DVR may pay for interpreter services apart from the contracted fee for service and will provide instructions to the Contractor on how navigate this process.

(4) Provide and be responsible for the cost of providing services through alternative formats,

methods, and languages, as needed, for Customers who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.

j. DVR shall reimburse the Contractor for interpreter and translation services needed to facilitate Customer job interviews.

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

a. **CRP Services**

Pre-Employment Transition Services (Pre-ETS)

(a) **Work-Based Learning Experience (WBLE)**

Definition Specific to this Service

"Work-Based Learning Experience (WBLE)" means activities where a Student is placed into a competitive, integrated work setting where they get paid the Washington State minimum wage, the local minimum wage, or a wage consistent with the employer's typical pay for the position, whichever is greater to perform a non-permanent job at an employer's work site in accordance with Washington State Teen Worker rules established by the Department of Labor and Industries. WBLE is not intended to be a permanent placement. Students shall be ages 16 through 21 years of age to participate in Work-Based Learning.

i. Intent of Service

Students participating in Work-Based Learning Experiences shall be paid an hourly wage by the Contractor or by the employer at the rate of the prevailing Washington State or local minimum wage, or a wage consistent with the employer's typical pay for the position, whichever is greater.

The Student shall be placed in a competitive, integrated workplace setting outside of the traditional school setting and not at a CRP site. It shall be based on the Student's areas of vocational interest, and is in alignment with their IEP, High School and Beyond Plan, or in collaboration with the high school.

Contractor activities shall include developing the site; helping the Student plan and access transportation to the site; providing workplace readiness instruction (e.g., grooming, social skills, appropriate workplace behavior, and other goals commensurate with individual student needs); collecting employer feedback; post-WBL debriefing with Student.

The Contractor shall maintain accurate time sheets that document the dates and hours that a Student participates in a Work-Based Learning Experience.

Work-Based Learning Experiences are not considered assessments.

Work-Based Learning Experiences are considered vocational exploration and are not intended to be a Job Placement Service or require Job Retention Services.

ii. Levels

(A) WBLE-A is a work-based learning experience at 11+ hours per week over a period of 4-6 weeks.

(B) WBLE-B is a work-based learning experience at 11+ hours per week over a period of 7-9 weeks.

(C) WBLE-C" is a work-based learning experience at 11+ hours per week over a period of 10-12 weeks.

iii. Work-Based Learning Experience Reports

(D) Outcome Report: Upon Completion of the WBLE, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) form indicating the following for each WBLE site(s):

1. Dates and hours of all activities focused on securing and monitoring WBLE;

2. Specific area of interest located;

3. Name of the Contractor's staff person providing these services;

4. Overall summary of the WBLE and verification that CRP has reviewed the summary with the student; and

5. Specific recommendations for further student exploration and experience.

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

(b) **Workplace Readiness Training (WRT)**

i. Definitions Specific to this Service

"Workplace Readiness Training (WRT)" means training to acquire or enhance commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, sometimes called soft skills, employability skills, or job readiness skills.

ii. Services

The Contractor shall provide Workplace Readiness Training for Students participating in a Work-Based Learning Experience when the Student requires additional support to learn appropriate worksite behaviors.

Workplace readiness training shall include but is not limited to:

(A) Instruction in communication and interpersonal skills;

(B) Orientation and mobility training;

(C) Understanding employer expectations for punctuality and performance;

(D) 'Soft' skills necessary for employment; and

(E) Financial Literacy related to employment.

(F) Specific workplace readiness goals for this experience are developed in collaboration with the DVR VRC, and the Student's school transition Individual Education Plan (IEP) or other school –based transition IEP or other school-based transition overall goals.

(G) The service is not intended as traditional job coaching to teach job-specific tasks.

iii. Levels

(A) WRT– A provides on-site Workplace Readiness Training for 4-6 weeks.

(B) WRT– B provides on-site Workplace Readiness Training for 7-9 weeks.

(C) WRT– C provides on-site Workplace Readiness Training for 10-12 weeks.

(D) WRT- D provides off-site stand-alone workplace readiness training for a student not in conjunction with a WBLE. The goal is to learn appropriate work-related skills and behaviors outside of or prior to the WBLE.

Stand-alone WRT-D shall be no less than 15 and no more than 20 hours of direct service to learn appropriate work behaviors listed on the Service Delivery Outcome Plan. All hours of work with the student shall be documented on the Service Delivery Outcome Report.

iv. Workplace Readiness Training Reports

(A) Outcome Report: Upon completion of the WRT, the Contractor shall submit a written report on the SDOR form indicating:

CRP representative's name;

Dates and hours of Work Readiness activities provided to Student;

Results achieved by the student for each of the WRT goals specified in the SDOP; and

Specific recommendations for further workplace readiness skill development.

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

(c) **Informational Interview**

Definition specific to this service:

"Informational Interview" means activities where a student has an informal conversation with someone working in a career area or job that interests the Student, who gives information and advice. It is for the purpose of research and is not expected to be a job interview or to find job openings.

i. Intent of Service:

(A) To provide up to three informational interviews to a student with a disability for the purposes of career exploration.

(B) Each Informational Interview should last between 30-60 minutes.

(C) The Informational Interview should be located at a business or organization not related or connected to the Contractor's own agency.

(D) Specific areas of interest will be identified in coordination with the student's school and will be listed on the SDOP.

ii. Informational Interview services include:

(A) Working with the student to identify sites and contact businesses;

(B) Helping student prepare and practice questions for the interview;

(C) Helping student plan appropriate grooming;

(D) Helping student plan transportation to the site if on-site, or set up virtual interview if appropriate;

(E) Accompanying student to the site, or coordinate virtual interview if appropriate;

(F) Accompanying student to the interview;

(G) Helping student prepare and deliver a thank-you note to the person interviewed; and

(H) Post-interview debriefing with the student.

iii. Informational Interview Reports

(A) Outcome report: Upon completing the Pre-ETS Job Shadow, the Contractor shall submit a written report on the SDOR form indicating:

Contractor representative name;

Dates and hours of all activities;

Describe Student's experiences and what they learned from each Informational Interview; and

Specific recommendations for further student exploration and experience.

(B) Informational Interviews are paid by the experience, with a limit of three Informational Interviews per SDOP.

(C) SDOR must be written directly to the student and provided to both the student and the VRC.

(d) **Job Shadow**

Special Terms and Conditions

Definitions specific to this service:

"Job Shadow" means activities where a student works with an employee for a period of time to learn about new aspects of the job, organization, and behaviors or competencies related to the job.

i. Intent of Service:

(A) To provide up to 10 hours (1-5 hours per Job Shadow) of Job Shadow experiences to a student with a disability for the purposes of career exploration.

(B) Each Job Shadow consists of one to five-hour observations at a business in the community that are consistent with the student's interests.

(C) The Job Shadow should be located at a business or organization not related/connected to the Contractor's own agency.

(D) Specific areas of interest will be identified in coordination with the student's school and will be listed on the SDOP.

ii. Job Shadow services include:

(A) Developing the Job Shadow site(s) based on the student's interests;

(B) Helping the Student prepare questions for the employer;

(C) Helping the Student plan appropriate grooming;

(D) Accompanying the Student to the site(s);

(E) Helping the Student prepare and deliver a follow-up note to the employer; and

(F) Post-Job Shadow debriefing with Student.

iii. Job Shadow Reports

(A) Outcome report: Upon completing the Job Shadow(s), the Contractor shall submit a written report on the SDOR form indicating:

Contractor representative name;

Dates and hours of all activities;

Describe Student's experiences and what they liked and disliked about each job shadowed; and

Specific recommendations for further student exploration and experience.

(B) Job Shadow is paid hourly for up to five hours per Job Shadow with a maximum of 10 hours.

(C) Fee is based on direct student activities and does not include report writing time.

(D) SDOR must be written directly to the student and provided to both the student and the VRC.

b. **Independent Living (IL) Services**

(1) **IL Services Qualifications**

(a) Personnel Qualifications (**IL Only**)

i. Before the employee, intern, or volunteer is allowed to provide IL services through this contract, the Contractor shall submit the following for each employee, intern, or volunteer:

(A) A current resume detailing their Full-Time Equivalency (FTE) paid employment experience, in the direct provision of social services to Customers with disabilities.

(B) Educational Transcripts, which may include Post-Secondary Transcripts, High School or General Education Degree (GED).

ii. DVR will evaluate each submission of Personnel Qualifications and approve based on the qualifications submitted by the Contractor. The Contractor will be notified of the services each employee, intern, or volunteer is approved to provide.

iii. The Contractor shall notify DVR within fourteen (14) business days when an employee leaves the employment of the Contractor or transfers to a position that shall not include the provision of IL services through this contract.

(2) **IL Evaluations**

Definition Specific to this Service:

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

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

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

(b) Services:

The VRC, with input from the Customer and Contractor, shall develop a written SDOP for the Customer receiving this service. The VRC shall authorize the SDOP for the number and type of the specific IL Evaluation topics to meet the needs of the Customer.

i. Partial IL Evaluation Services

(A) A Partial IL Evaluation Service occurs when the VRC authorizes a minimum of one (1) up to the maximum of five (5) of the defined evaluation topics in the SDOP.

(B) The authorizing VRC may convert a Partial IL Evaluation to a Comprehensive IL Evaluation if needed to meet the needs of the Customer.

(C) If the Partial IL Evaluation is changed to a Comprehensive Evaluation, the total amount payable to the Contractor will be the fee paid for a Comprehensive IL Evaluation.

ii. Comprehensive IL Evaluation Services

(A) A comprehensive IL Evaluation Service occurs when the VRC authorizes all ten (10) of the defined evaluation topics in the SDOP.

(c) Specific topics of IL Evaluations are:

i. Disability:

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

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

ii. Residential Issues:

(A) Accessibility

(B) Mobility within the home.

(C) Environmental management.

(D) Home safety.

(E) Level of independence.

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

iii. Community Mobility:

(A) Mobility outside of the living environment.

(B) Transportation ability and needs.

(C) Safety issues in the community.

iv. Financial Issues:

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

(B) Need for public benefits.

(C) Problems with current benefit programs.

(D) Need for guardian or protective payee.

(E) Significant debt.

(F) Use of payday lenders.

(G) Other legal issues related to financial issues.

v. Home Management Issues:

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

vi. Social Skills:

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

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

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

(D) Use of free time.

(E) Involvement with recreational activities.

(F) Problems with abuse and/or neglect.

vii. Support Systems:

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

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

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

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

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

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

viii. Communication:

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

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

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

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

ix. Self-Care

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

x. Education and Employment:

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

(B) Learning difficulties and styles.

(C) Employment history.

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

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

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

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

i. Outcome report: Upon completion of the IL Evaluation, the Contractor shall submit a written report on the SDOR form. The narrative IL Evaluation Report shall include, but not be limited to, all the following elements:

(A) The Customer's abilities and limitations in each of the specified Partial IL Evaluation topics. **(Partial** IL Evaluation ONLY)

(B) The Customer's abilities and limitations in each of the ten (10) specified Comprehensive IL Evaluation topics. **(Comprehensive** IL Evaluation ONLY)

(C) The Customer's IL barriers to Competitive Employment.

(D) The IL Evaluator's summary impressions.

(E) The IL Evaluator's name.

(F) Specific recommendations regarding what IL Skill Training, natural supports and/or community resources may mitigate or eliminate the Customer's IL barriers to Competitive Employment.

(3) **IL Skills Training and IL Work-Related Systems Access**

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

(4) **IL Skills Training Services**

Definition Specific to this Service:

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

(a) Services:

The Contractor shall provide Customerized IL Skills Training Services, as identified in the SDOP, to develop the Customer's skills and abilities to mitigate or eliminate their IL barriers

to employment.

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

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

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

i. Use of transportation services

Development of a Customer's ability to:

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

(B) Utilize direct bus use training.

(C) Identify community resources for bus training.

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

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

ii. Decision making

Development of a Customer's ability to:

(A) Identify a problem.

(B) Collect data on potential solutions.

(C) Weigh alternatives.

(D) Create a plan of action.

(E) Implement the plan of action.

(F) Assess the success of the plan.

(G) Make adjustments as needed.

(H) Do all things necessary to facilitate decision making skills.

iii. Money Management

Development of a Customer's ability to:

(A) Track income and expenses.

(B) Budget for upcoming expenses.

(C) Shop wisely.

(D) Pay bills on time.

(E) Balance a checkbook.

(F) Avoid bad debt.

(G) Learn about deceptive financial practices.

(H) Know where to get assistance if financial difficulties arise.

(I) Electronically manage bank account

(J) Do all things necessary to facilitate money management.

iv. Use of communication access services

Development of a Customer's ability to:

(A) Explore, identify, and access effective communication options, such as interpreters, Braille services, and assistive technology.

(B) Utilize computer, tablet, or smartphone applications for use to communicate with others through email, video conferencing, and other necessary platforms to increase independence and facilitate communication with family, friends, potential employers, and others. This does not include advanced computer training beyond basic access and understanding of platforms necessary for communication and job search functions.

v. Organizational abilities

Development of a Customer's ability to:

(A) Identify and develop specific strategies, systems, and tools to increase their efficiency and independence at home, in daily living, and in employment.

Examples include use of daily planners, organizational applications, charts, checklists, filing systems, other memory aids, and workstation arrangement.

vi. Interpersonal and social relationships

Development of a Customer's ability to:

(A) Understand effective interpersonal and social relationships and how they may affect one's personal life, judgment, decision making, functional behavior, common ground, and teamwork skills.

Examples include work and family relationships.

vii. Time management

Development of a Customer's ability and techniques to:

(A) Plan, schedule, and manage time related to employment, personal life, and home activities.

(B) Acknowledge one's personal time needs.

(C) Manage personal priorities, goals and life skill needs.

(D) Do all things necessary to facilitate time management.

viii. Self-Advocacy

Development of a Customer's ability to:

(A) Learn strategies and knowledge to resolve one's own problems.

(B) Speak for oneself.

(C) Exercise civil rights.

(D) Make decisions affecting one's life.

ix. Accessing community resources and benefit programs

Development of a Customer's ability to:

(A) Independently obtain services or financial assistance through available support systems.

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

x. Attendant Management

Development of a Customer's ability to self-manage:

(A) Personal care providers including, but not limited to, recruiting, hiring, training, scheduling, and supervising, dismissing (if necessary), managing payroll, problem solving, and developing a plan for when a personal care attendant is ill or stops working.

(B) Personal care needs, including, but not limited to, time required for assistance, ability to explain how assistance is to be given, having all supplies on hand, being organized, and using time effectively.

xi. Self-care

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

(A) Grooming and hygiene (e.g., toileting, bathing, dressing).

(B) Health management (e.g., setting up doctor appointments, getting routine physical and preventive care, accessing medical, psychological, and other professional services as needed).

(C) Medication management (e.g., setting up a system to take medications on time, keeping doctors informed of changes in medication, getting prescriptions refilled).

xii. Self-protection

Development of a Customer's personal awareness and skills to be safe when:

(A) In the home or community (e.g., how to respond to an emergency, contacting 911, and escaping during a fire).

(B) Interacting with others (e.g., being taken advantage of financially, sexually or in other ways).

(C) Using public transportation or technology (e.g., internet "scams", identity theft, online sexual predators).

(c) IL Skills Training Reports

i. Outcome Report: Upon completion of IL Skills Training Services, the Contractor shall submit a written narrative report on the SDOR form indicating:

(A) Dates and hours of all services provided;

(B) Name of staff person providing services;

(C) Results achieved by Customer for each of the IL Skills Training topic(s) identified in the SDOP; and

(D) Specific recommendations, if any, for further services.

(5) **IL Work-Related Systems Access Services**

Definition Specific to this Service:

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

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

Provide Customerized direct services to assist the Customer in accessing and utilizing the public support systems as identified in the SDOP.

(b) Services:

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

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

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

i. Income – Social Security, Temporary Assistance for Needy Families (TANF), Aging, Blind or Disabled (ABD), etc.

ii. Personal care – Medicaid Personal Care, Community Options Program Entry System (COPES), etc.

iii. Housing – Section 8 Housing, Public Housing, Adult Family Homes, etc.

iv. Medical coverage – Medicaid, Medicare, Basic Health, Healthcare for Workers with Disabilities, etc.

(d) IL Work-Related Systems Access Services Reports

i. Upon completion of IL Work Related Systems Access, the Contractor shall submit a written narrative report on the SDOR form indicating:

(A) Dates and hours of all services provided;

(B) Name of staff person providing services;

(C) Results achieved by Customer for each of the IL WRSA topic(s) identified in the SDOP; and

(D) Specific recommendations, if any, for further services.

(6) **IL Pre-ETS Self-Advocacy Training**

Definition Specific to this Service

"IL Pre-ETS Self-Advocacy Training" means activities intended to help a student gain self-advocacy skills including problem-solving strategies, assertiveness training, strategies for exercising civil rights, and self-determination strategies. Self-advocacy includes a Student's ability to effectively communicate, convey, negotiate, or assert their own interests and/or desires.

(a) The intent of IL Self-Advocacy Training is to:

Provide individualized training to support a Student in gaining self-advocacy skills.

(b) Specific Topics of IL Pre-ETS Self-Advocacy Training are:

i. Problem solving strategies - including but not limited to training in areas such as how to request and accept help, making financial decisions.

ii. Assertiveness training - including but not limited to training in areas such as knowing

how to set boundaries, when and how to say no, how to request help.

iii. Strategies for exercising civil rights - including but not limited to training in areas such as how to request accommodations, when to disclose disabilities, knowing one's rights.

iv. Self-determination strategies - including but not limited to training in areas such as setting goals, planning for the future, and making decisions.

(c) IL Pre-ETS Self-Advocacy Training Reports

i. Outcome report: Upon completion of IL Self-Advocacy Training Services, the Contractor shall submit a written narrative report on the SDOR form indicating:

(A) IL Provider representative name;

(B) Dates and hours of all activities;

(C) Evidence of Student skill gains in identified training areas; and

(D) Specific recommendations for further Student exploration and experience.

(E) Service Delivery Outcome Report must be written directly to the Student and provided to both the student and the VRC.

5. Reports.

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

a. Reports are required for, and must accompany, all invoices submitted to the VRC.

(1) All written report(s) shall be submitted on the SDOR, DSHS form 11-030 for CRP Services and DSHS form 11-097 for IL Services, per the requirement in the Report sections for the specific service(s) provided. The Contractor shall attach a completed SDOR with any invoice submitted for payment under the terms of this Contract.

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

b. Intake Reports

(1) For all services EXCEPT Pre-ETS Services, and all Independent Living Services, which do not require intake reports, the Intake Report shall contain the following:

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

(2) Activity and Outcome reports shall be submitted as described within each individual service within Section 4, Statement of Work.

c. Transportation Expenses Reports

Transportation shall be reimbursed if authorized by the VRC for travel time, mileage, and/or other authorized transportation fees such as State ferry and toll fees.

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

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

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

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

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

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

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

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

(4) Travel time at a fixed rate of $37 per hour in quarter-hour increments if service delivery occurs more than fifty (50) miles from the Contractor's nearest staffed office location.

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

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

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

(6) Other transportation expenses may be authorized by the DVR VRC such as State Ferry fees and toll fares.

(7) For more information, please refer to the following webpage: http://www.ofm.wa.gov/policy/10.90a.pdf.

6. Forms.

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

7. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract, including any and all expenses, shall be based on the following:

a. **CRP Consideration**

(1) CRP Fee Schedule

(a) CRP fees shall be paid according to the CRP Fee Schedule, incorporated into this contract by reference and available on DVR's internet page at: https://www.dshs.wa.gov/dvr/community-rehabilitation-programs-contracts.

(b) Any changes to the CRP Fee Schedule shall be made available on DVR's internet page and incorporated into this contract by reference, upon their effective date.

(c) At the Contractor's request, DVR will send the Contractor a copy of the current CRP Fee Schedule.

(2) Receipt and acceptance by the VRC of the Contractor's invoice and required report(s) as described in Section 5, Reports.

(3) If Job Placement occurs after the Intake Fee is invoiced and before the Activity Fee Requirements are invoiced, the Contractor shall submit one (1) itemized invoice and two (2) separate reports for:

(a) The Activity Fee.

(b) The Outcome Fee.

(4) If DVR provides and pays for OJT services to the employer for the Customer, the fee for:

(a) Job Placement services shall be paid upon completion of OJT services.

(b) If Job Retention services are authorized by the VRC, Job Retention shall be provided for at least ninety (90) calendar days after Job Retention is authorized and past completion of OJT services.

(5) Partial Payments

(a) If for reasons outside of the Contractor's control any service is not completed, a partial payment can be approved for up to a maximum of fifty (50%) percent of the authorized Maximum Total Fee.

i. Partial payments of up to a maximum of fifty (50%) percent can only be approved by the DVR unit supervisor after review of the Contractor's justification and review of the Customer's file with the VRC.

ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment, which cannot exceed fifty (50%) percent of the Maximum Total Fee.

(b) For Customized Job Placement only: If a Customized Job is not achieved, and instead an existing job is modified or another existing job is found a partial payment may be authorized up to eighty percent (80%) of the authorized Total Maximum Fee.

i. Partial payments for Customized Job Placement of up to a maximum of eighty percent (80%) can only be approved by the DVR unit supervisor after review of the Contractor's

justification and placement details with the VRC.

ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment, which cannot exceed eighty percent (80%) of the Maximum Total Fee.

(c) In the event of exceptional circumstances, such as during regional, state, and national emergencies, the DVR Director or the DVR Chief of Field Services may establish temporary reimbursement rates and approval authorities.

i. The temporary reimbursement rates established under this section may exceed the partial payment limit in paragraph (a).

ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment.

b. **IL Consideration**

(1) IL Fee Schedule

(a) IL fees shall be paid according to the CRP/IL Fee Schedule, incorporated into this contract by reference and available on DVR's internet page at: https://www.dshs.wa.gov/dvr/community-rehabilitation-programs-contracts.

Any changes to the CRP/IL Fee Schedule shall be made available on DVR's internet page and incorporated into this contract by reference, upon their effective date.

(b) At the Contractor's request, DVR will send the Contractor a copy of the current CRP/IL Fee Schedule.

(2) Consideration for IL Skills Training, IL Work Related Systems Access and IL Pre-ETS Self Advocacy Training:

(a) Billed in quarter hour increments.

(b) Allowed only for time that directly pertains to the delivery of services for the Customer. No payment shall be made for time involved in development of the SDOP or for report writing.

(3) Partial Payments IL Evaluation only

(a) If for reasons outside of the Contractor's control an IL Evaluation is not completed, a partial payment can be approved for up to a maximum of fifty (50%) percent of the authorized Maximum Total Fee.

i. Partial payments of up to a maximum of fifty (50%) percent can only be approved by the DVR unit supervisor after review of the Contractor's justification and review of the Customer's file with the VRC.

ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment, which cannot exceed fifty (50%) percent of the Maximum Total Fee.

(b) In the event of exceptional circumstances, such as during regional, state, and national

emergencies, the DVR Director or the DVR Chief of Field Services may establish temporary reimbursement rates and approval authorities.

i. The temporary reimbursement rates established under this section may exceed the partial payment limit in paragraph (a).

ii. Any payments made before the partial payment is approved shall be deducted from the amount of the partial payment.

c. **Transportation Expenses**

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

8. Billing and Payment.

a. Invoice System. Within thirty (30) days of completing service delivery, the Contractor shall submit to DVR in accordance with the requirements set forth in Section 4, Statement of Work, of this Contract:

(1) A signed original invoice as designated by DSHS/DVR for delivery of completed service(s). Billing rates shall be in accordance with those set forth in Section 4, Statement of Work, of this Contract; and

(2) All written report(s) as required in Section 4, Statement of Work, of this Contract for the specific service(s) provided.

b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DVR of the properly completed invoices and required written reports. Payment shall be sent to the address designated by the Contractor on page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

9. Investigations of Contractor or Related Personnel

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

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

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

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

Special Terms and Conditions

10. Removal of Individuals from Performing Services

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

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

11. Compliance with Corrective Action Plan

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

12. Order of Precedence in DVR Process.

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

13. Background Checks.

a. Prior to performing services under this contract, the Contractor must obtain a criminal background check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Customers. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Customers and may have Unsupervised Access to these individuals.

b. DVR may, at its discretion, request a background check on any director, board member, or other personnel.

c. The Contractor shall designate an employee contact and back-up contact who are authorized to process confidential background checks and accept results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit a Background Check System Access Request form, DSHS 17-253, and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Customers.

d. When an employee, intern, or volunteer of the Contractor receives a background check result of "**NO RECORD**", the Contractor may allow Unsupervised Access to Customers.

e. When an employee, intern, or volunteer of the Contractor receives a background check result of "**REVIEW REQUIRED**", the Contractor must complete a Character, Competence, and Suitability Assessment (CCSA), DSHS 17-263, to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Customers due to mitigating circumstances.

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

f. When an employee, intern, or volunteer of the Contractor receives a background check result of "**DISQUALIFY**" as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Customers. The list can be found at the following website address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions.

g. DSHS background checks shall be conducted:

(1) Anytime a new employee, intern, or volunteer is hired that may have Unsupervised Access to Customers;

(2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Customers; or

(3) When the Contractor or DVR has reason to believe an employee, intern, or volunteer has committed an offense that may affect the status of his or her Unsupervised Access to Customers.

h. All background check and related documents shall be retained by the Contractor in accordance with any Maintenance of Records requirements located in the General Terms and Conditions, with the following additional considerations:

(1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns or volunteers who are granted Unsupervised Access to Customers, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location separated from personnel files and other less confidential documents. Documents include the person's name, date of birth, aliases, driver's license, and social security number, and confidential background information.

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

14. Monitoring.

The Department of Social and Health Services, Division of Vocational Rehabilitation is required to maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts. DVR manages and monitors its contracts through conducted risk assessments and monitoring plans. Authority to conduct such reviews is provided by Title 2 of the Code of Federal Regulations (CFR), 34 CFR 80.36, OFM SAAM Policy 16.20.55, DSHS Administrative Policies No. 13.11 and 19.50.30.

15. 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.

16. Disputes.

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

a. The Contractor and DVR shall attempt to resolve the dispute through informal means between the Contractor and the assigned Vocational Rehabilitation Counselor (VRC) and/or Vocational Rehabilitation Supervisor (VRS). For those contracts where a VRC is not assigned, the Contractor shall attempt to resolve the dispute with the contact person identified on the first page of the Contract.

b. If the Contractor is not satisfied with the outcome of the resolution with the VRC or DSHS contact person, the Contractor may submit a request for review of the disputed issue, in writing, for review within thirty (30) business days of the outcome to:

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

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

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.

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 (https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197-upd1.pdf).

b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of policies and standards of the Washington Technology Services Agency (https://watech.wa.gov/policies?combine=&field_categories_target_id=80&field_type_target_id=All), and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

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

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

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

a. Have documented policies and procedures governing access to systems with the shared Data.

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the contract under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

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

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

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

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

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

e. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media**.

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

      (a) Encrypt the Data.

      (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

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

h. **Data stored for backup purposes**.

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

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

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

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

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

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

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

(b) The Cloud storage solution used is FedRAMP certified.

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

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

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

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

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

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

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

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

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

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

Signature: Lisa Matthews (Mar 5, 2026 14:47:44 PST)

Email: lmatthews@nwesd.org

For Signature 2612-68424

Final Audit Report 2026-03-05

Created:	2026-03-04
By:	Elizabeth Frederick (efrederick@nwesd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4deo8DgpaHyaxl6-PK7v6QyrnAmknQTG

"For Signature 2612-68424" History

Document created by Elizabeth Frederick (efrederick@nwesd.org)
2026-03-04 - 10:39:17 PM GMT

Document emailed to Lisa Matthews (lmatthews@nwesd.org) for signature
2026-03-04 - 10:40:21 PM GMT

Email viewed by Lisa Matthews (lmatthews@nwesd.org)
2026-03-05 - 5:41:30 PM GMT

Document e-signed by Lisa Matthews (lmatthews@nwesd.org)
Signature Date: 2026-03-05 - 10:47:44 PM GMT - Time Source: server

Document emailed to Ismael Vivanco (ivivanco@nwesd.org) for signature
2026-03-05 - 10:47:46 PM GMT

Email viewed by Ismael Vivanco (ivivanco@nwesd.org)
2026-03-05 - 11:42:25 PM GMT

Document e-signed by Ismael Vivanco (ivivanco@nwesd.org)
Signature Date: 2026-03-05 - 11:42:57 PM GMT - Time Source: server

Agreement completed.
2026-03-05 - 11:42:57 PM GMT