INTERLOCAL AGREEMENT

Pre-Employment Transition Services

DSHS Agreement Number: 2665-72703

Program Contract Number:

Contractor Contract Number:

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.

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	8504LS-65	
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS		
Brandon Sheldon Contracts Specialist	4565 7th Ave SE Lacey, WA 98503		
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
Click here to enter text.	Click here to enter text.	brandon.sheldon@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	
10/01/2026	09/30/2028	$542,000.00	

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

☒ **Exhibits (specify): See Special Terms and Conditions Section 18, Exhibits**

☐ **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
Signed by: Ismael Vivanco	Superintendent	9/24/2026
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
DocuSigned by: Brandon Sheldon	Brandon Sheldon, Contract Specialist	9/24/2026

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

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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.

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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

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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.

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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. "504 Plan" means a plan that falls under Section 504 of the Rehabilitation Act of 1973, as amended. It is a plan developed to ensure that primary and secondary students with disabilities identified under the law receive accommodations that will ensure their academic success and access to the educational learning environment.

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

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

d. "Character, Competence, and Suitability Assessment (CCSA)" means a form completed and kept on file by the Contractor. It justifies why an employee, intern, or volunteer, with a "REVIEW REQUIRED" outcome in their Background Check, may have unsupervised access to Students served under this Contract.

e. "Contractor Site" means any physical or virtual premises at which a Contractor owns or operates their business.

f. "Corrective Action Plan (CAP)" means a written plan approved by DSHS which identifies deficiencies in the Contractor's performance, describes the steps the 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.

g. "DVR" means the Division of Vocational Rehabilitation, of the Washington State Department of Social and Health Services (DSHS).

h. "DVR-Eligible" means a Student as described in this Contract who has applied for, and been found eligible for DVR services.

i. "Individual with Disabilities Education Act (IDEA)" means the federal law that requires schools to serve the educational needs of Students with disabilities.

j. "Individualized Education Program (IEP)" means the individualized education program for a primary or secondary Student who has been found to have a disability, as defined by federal regulations under IDEA at 20 U.S.C. Section 1401 (2010).

k. "Informational Interview" means a group of Potentially DVR-Eligible and DVR Eligible Students meeting with an employer at the school or at a worksite in the community to ask questions and learn about occupations and employers. The meeting between the Students and the employer shall be coordinated and collaborated between DVR and the school and is for Students aged 14-22.

l. "Integrated Work Setting" Means Part-time or full-time work:

(1) that is performed in an integrated setting; and

(2) Work for which you earn the same wages and benefits as other employees without disabilities in similar occupations or performing similar tasks, who have similar training, experience, and skills;

m. "Job Shadow Visit" means a group of Potentially DVR-Eligible and DVR Eligible Students visiting a

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worksite in the community for a minimum of one hour to observe a specific job being performed by an employee or employees. The Job Shadow Visit shall be coordinated and collaborated between DVR, for Students aged 14-22.

n. "Job Exploration Counseling" means activities which promote considerations of opportunities and informed decision-making regarding career options to help Students with disabilities understand post-school choices and opportunities.

o. "Job Site Tour" means visiting a worksite in the community for a minimum of one hour where a group of Students observe a variety of different jobs being performed by employees at the same location. Job Site Tours shall be coordinated and collaborated between DVR and the school, for Students aged 14-22.

p. "Peer Mentoring" means a process through which a more experienced Student encourages and assists a less experienced Student to develop their potential within a shared area of interest. Peer mentoring experiences shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school. Peer Mentoring training is for Students aged 14-22. Students must be 16-22 to participate in a Work-Based Learning Paid Internship as a peer mentor.

q. "Potentially DVR-Eligible" means a Student, as defined in this Contract, who has not applied for or been determined eligible for DVR services..

r. "Pre-Employment Transition Services (Pre-ETS)" means the required activities specified in the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA) and represent the earliest set of services available for students with disabilities who are eligible or potentially eligible for VR services, are short-term in nature, and designed to help students identify career interests, which may be further explored through additional vocational rehabilitation (VR) services, such as transition services and other individualized VR services.

s. "Rehabilitation Act" means the Rehabilitation Act of 1973, as amended. The Rehabilitation Act authorizes formula grant programs for vocational rehabilitation, supported employment, and client assistance.

t. "Self-advocacy" means an individual's ability to effectively communicate, convey, negotiate, or assert his/her interests and/or desires. Self-advocacy instruction may include Peer Mentoring. Self-advocacy training experiences shall be coordinated and collaborated between DVR and the school, for Students aged 14-22.

u. "Student" means an individual, ages 14 through 22, with an IEP that includes post-secondary transition planning, a Section 504 plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be 16 through 22 years of age to participate in Work-Based Learning Paid Internship.

v. "Supervising Adult" means:

(1) A member of the Contractor's personnel (Board member, staff person, or intern) who is present at all times when Students are served in a group setting within the community or at the Contractor's site to facilitate active Student engagement and ensure Student safety; and

(2) A member of the Contractor's personnel (Board member, staff person, or intern) who is present at all times when Students are served in a group setting on school premises to facilitate active Student engagement and ensure Student safety; this may be in combination with school personnel (teacher or teacher's aide) who is also present at all times.

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w. "Teen Worker Rules" means regulations, guidelines, forms, and other information established by the Washington State Department of Labor and Industries that govern the employment of minors.

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

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

(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)).

y. "Work-Based Learning Experiences" means in-school or after-school opportunities, or experiences outside the traditional school setting, that use the workplace or real work to provide Students with disabilities the knowledge and skills that connect school experiences to real-life work activities and future career opportunities in a group setting. Includes Work-Based Learning Paid Internships for DVR-Potentially Eligible and DVR Eligible Students.

z. "Work-Based Learning Paid Internship" means activities where a DVR-Potentially Eligible or DVR Eligible Student is placed into a competitive, integrated, real work setting, outside of the traditional school setting where they get paid at or above the state prevailing minimum wage for a minimum of five (5) hours a week, to perform a non-permanent job at an employer's worksite in accordance with Washington State Teen Worker Rules established by the State Department of Labor and Industries. For Students aged 16-22.

aa. "Workshop" means a hands-on learning experience where Potentially DVR Eligible or DVR Eligible Students actively engage in a group setting in the required activities of the Workforce Innovation and Opportunity Act (WIOA). It focuses on building the practical skills that are outlined in the topic areas of the Statement of Work of this contract and is provided by the contractor.

bb. "Worksite" means the physical premises of a business entity, non-profit organization or public agency where a Student is hosted for the purpose of receiving a Work-Based Learning Paid Internship.

cc. "Worksite Supervisor" means an employee of the Worksite Provider who has the responsibility of overseeing a Student's Work-Based Learning Paid Internship at a Worksite.

dd. "Worksite Development" means the contractor locates a business entity or non-profit organization within the community that will host the student for the purpose of placement into a Work-Based Learning Paid Internship.

ee. "Worksite Provider" means the business entity, nonprofit organization or public agency providing a Worksite to a Student receiving a Work-Based Learning Paid Internship.

ff. "Workplace Readiness Training" means the provision of opportunities for Students with disabilities to learn about and develop both social and independent living skills. Workplace Readiness Training shall be coordinated and collaborated between DVR and the school. For Students aged 14-22.

2. Purpose.

a. The purpose of the contract is to provide the 5 required activities for Pre-Employment Transition Services (Pre-ETS) under the Workforce Innovation and Opportunity Act to Students with disabilities in a group setting.

Special Terms and Conditions

The required activities include Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education, Workplace-Readiness Training and Instruction in Self-Advocacy. The required activities shall be delivered in collaboration and coordination with DVR and Local Educational Agencies (LEA) as identified in WIOA in a manner that is non-discriminatory and allows equitable access to all Students who need them.

b. This Contract is awarded as a result of DSHS Solicitation # 2513-885. The solicitation documents, and the Contractor's written response to that solicitation, are incorporated by reference.

3. General Requirements.

a. The Contractor shall:

(1) Provide all services in accordance with the **Exhibit E** – Code of Ethics and Standards of Practice form, DSHS 05-252. The Contractor must complete, and remit **Exhibit E** signed and agreed to as part of the Contractor's intake submission, prior to contract execution.

(2) Provide all Pre-ETS services in-person. Pre-ETS services shall not be provided in a virtual manner.

(3) **Prior to providing services to each Student**:

(a) Obtain parental, guardian, or Student consent for the Student to receive Pre-ETS **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122 from the DVR Regional Transition Consultant or Vocational Rehabilitation Counselor;

(b) Obtain documentation certifying a student's disability and referral for the Pre-ETS program from the DVR Regional Transition Consultant.

(c) Gather emergency contact information obtained by the DVR Regional Transition Consultant.

(d) Complete background checks for all staff, interns and volunteers through the DSHS Background Check System.

(4) Assume all responsibility for the well-being, safety, and protection of participating Students, as well as liability for any type of harm, injury, and/or loss that a Student may experience while participating in all of the Required Activities including: Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education, Workplace-Readiness Training and Instruction in Self-Advocacy.

(a) Develop and document a process for reporting any and all incidents where injury, loss or harm have occurred to participating students;

(b) Report any and all incidents where injury, loss or harm have occurred to participating students on a form developed by the Contractor;

(c) Incidents shall be reported within 48 hours of their occurrence to the Pre-ETS Program Manager at: PO Box 45340 Olympia WA, 98504-5340. Or by email to: dvrtransition@dshs.wa.gov.

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(5) Assure that the services provided to Students under this contract do not duplicate or supplant the same or similar services that are provided to the same Students by their school.

b. When serving Students in a group setting within the community, the Contractor shall not exceed a ratio of one (1) supervising adult per five (5) Students (1:5). When serving Students in a group setting on school premises, the Contractor shall not exceed a ratio of one (1) supervising adult per fifteen (15) Students (1:15).

c. The Contractor shall have a data tracking mechanism in place to ensure accurate reporting of participant numbers. **No off-contract services shall be paid outside the contract deliverables.**

d. Reports are required for, and must accompany, all invoices submitted to the Regional Transition Consultant or designee. For reporting requirements, see Section 7 below.

e. 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 sign language interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA) of 1990, as amended unless the cost involved would cause an undue burden, defined as a significant difficulty or expense, for the Contractor. Determination of what constitutes an undue burden shall be made by DVR on a case-by-case basis, as described in Department of Social and Health Services Administrative Policy 7.02, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for sign language interpreter services apart from the contracted fee for service.

(3) Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Students who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.

f. Teen Worker Rules. Upon signing the contract, the Contractor hereby states as fact that Contractor knows and understands the Teen Worker Rules that govern the employment of minors in the State of Washington, and that all Pre-Employment Transition Services (Pre-ETS) rendered by Contractor to a minor pursuant to the Contract will be provided in accordance with the Teen Worker Rules. If at any time during the Agreement term DSHS determines the Contractor failed to adhere to the Teen Worker Rules when providing services to a minor, DSHS may terminate the Agreement for default in accordance with the procedure set forth under General Terms and Conditions Heading 23. Termination.

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 in **Educational Service District 189: Island, Skagit and Whatcom Counties** as set forth below.

a. **Job Exploration Counseling**;

(1) The Contractor shall provide Job Exploration Counseling activities which promote considerations of opportunities and informed decision-making regarding career options to help DVR potentially Eligible and DVR Eligible Students with disabilities understand post-school

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choices and opportunities in a group setting.

(a) The Students' vocational interest inventory results;

(b) In-demand occupations;

(c) Career pathways; and

(d) Local labor market information.

i. The Contractor must show the Student the vocational outlook for the in-demand occupations that align with their vocational interests. The Contractor must use labor market information which will show the Student a comprehensive overview of their occupational interest(s).

(e) The Contractor may provide Job Exploration Counseling on other topic areas with prior approval from the Pre-ETS Program Manager.

(2) The Contractor shall provide Job Exploration Counseling activities to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting;

(3) The Contractor shall provide a minimum of one (1) hour of Job Exploration Counseling within a 12-month period starting with the date a Student begins their initial training;

(a) Job Exploration Counseling shall not exceed 40 hours;

(b) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of forty (40) hours per Student is not exceeded.

(4) The Contractor shall collect a Pre-ETS Student Roster sign-in sheet of Student names and submit to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Job Exploration Counseling; this will enable DVR to ensure there is not a duplication of services.

(5) The Contractor shall use the evidence-based curricula posted on DVR's internet page, located at: https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets, as content for the delivery of Job Exploration Counseling, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.

(a) The Pre-ETS Program Manager shall review and approve other training curricula within 10 business days.

b. **Work-Based Learning Experiences**

Group-Setting

(1) Work-Based Learning Experiences are in-school or after-school opportunities, or experiences outside the traditional school setting, that use the workplace or real work to provide DVR Potentially Eligible and Eligible Students with disabilities the knowledge and skills that connect school experiences to real-life work activities and future career opportunities in a group setting. The contractor shall provide work-based learning experiences including:

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(a) Coordinating a school-based program of job training and informational interviews to research employers;

(b) Worksite tours to learn about necessary job skills;

(c) Job shadow Visits; and

(d) Mentoring opportunities in the community.

(e) The contractor may provide Work-Based Learning Experiences on other topics than those listed above with prior approval from the Pre-ETS Program Manager.

(2) The Contractor shall provide a minimum of one (1) hour of Work-Based Learning Experiences within a twelve (12) month period starting on the date a Student begins their initial training:

(a) Work-Based Learning Experiences shall not exceed thirty (30) hours;

(b) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of thirty (30) hours per Student is not exceeded;

(c) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Work-Based Learning Experience Workshop; this will enable DVR to ensure there is a nota duplication of services.

(d) The Contractor shall provide Work-Based Learning Experiences to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting.

Paid Work-Based Learning Experiences for Individual Students

Work-Based Learning Paid Internships

(3) Work experiences to explore DVR-Potentially Eligible and DVR Eligible Student's areas of interest through paid internships on an individual basis;

(a) Work-Based Learning Paid Internship means activities where a DVR-Potentially Eligible and DVR Eligible Student is placed into a competitive, integrated, real work setting, outside of the traditional school setting where they get paid at or above the state prevailing minimum wage for a minimum of (5) hours a week, to perform a non-permanent job at an employer's worksite;

(b) The Contractor shall develop and place DVR-Potentially Eligible and DVR Eligible Students into a Work-Based Learning Paid Internship.

i. The contractor shall develop the Worksite and place a Student into a Work-Based Learning Paid Internship for up to a maximum of one hundred (100) hours per student.

(A) The contractor shall develop additional Work-Based Learning Paid Internships in consultation with the RTC, when the initial experience is not successful;

ii. The Contractor shall observe Student's work and provide feedback on observations at

the Worksite;

iii. The contractor shall collect feedback about the Student's work activities from the employer where the Student has been placed into a Work-Based Learning Paid Internship. The contractor shall share the collected feedback with the Student;

iv. Each Work-Based Learning Paid Internship shall not exceed sixteen (16) weeks;

v. All Work-Based Learning Paid Internships must be provided in consecutive increments of time;

(A) Consecutive weeks within the same calendar month(s);

vi. DVR will not reimburse the Contractor for any wages that exceed one hundred 100 hours;

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

(4) The Contractor shall collect a Pre-ETS Group Setting: Work-Based Learning (WBL) Agreement (DSHS 11-174) for each Potentially DVR Eligible and DVR Eligible Student participating in a Work-Based Learning Experience on an individual basis.

(5) The Contractor shall submit a Pre-ETS Group Setting: Work-Based Learning (WBL) Agreement (DSHS 11-174) at least ten (10) business days prior to commencement of Work-Based Learning Paid Internships; this will enable DVR to ensure there is not a duplication of services.

(6) The Contractor shall use the evidence-based curricula posted on DVR's internet page, located at: https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets, as content for the delivery of Individual Work-Based Learning Experiences or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.

(a) The Pre-ETS Program Manager shall review and approve other training curricula within 10 business days.

c. **Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education.**

(1) In a group setting to DVR potentially Eligible and DVR Eligible Students with disabilities the contractor provides information on:

(a) Transition from High-School to College;

i. Educate Students on differences between high school and college/post-secondary training programs.

ii. Invite recent HS graduates, including those with disabilities, to talk about their experiences transitioning to college.

(b) Resources that may be used to support Student success in education and training, which may include disability support services;

i. Counsel Students regarding the importance of networks of support, independent living options and community participation in relation to participating in post-secondary education opportunities.

ii. Educate Students about accommodations and resources available at college disability service offices.

iii. Research financial aid opportunities such as Pell grants, ABLE (Achieving a Better Life Experience) accounts, and PASS (Plan to Achieve Self-Support) plans.

iv. Offer lessons on financial planning and budgeting for college.

(c) Exploration of Post-Secondary Educational Programs at Institutions of Higher Education;

i. Plan and arrange visits to local post-secondary education campuses;

ii. Review/discuss:

(A) examples of college applications

(B) scholarship and grant applications

(C) accommodations for college entrance testing, SAT/ACT.

iii. Coordinate opportunities for Students to participate in events at local college campuses

(d) The contractor may provide Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education on other topic areas with prior approval from the Pre-ETS Program Manager.

(2) The Contractor shall provide Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that Student cannot acquire the intended outcomes and skill acquisition in a group setting.

(3) The Contractor shall provide a minimum of one (1) hour of Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs within a 12-month period starting with the date a Student begins their initial training;

(a) Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs shall not exceed forty (40) hours;

(b) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of forty (40) hours per Student is not exceeded.

(4) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each post-secondary counseling opportunity; this will enable DVR to ensure there is not a duplication of services.

(5) The Contractor shall use the evidence-based curricula posted on DVR's internet page, located at: https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets, as content for the

delivery of Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.

(a) The Pre-ETS Program Manager shall review and approve other training curricula within 10 business days.

d. **Workplace Readiness Training**

(1) The contractor provides Workplace Readiness Training which provides opportunities for DVR Potentially Eligible and DVR Eligible Students to learn about and develop both social skills and independent living in a group setting.

(a) Provide workshops on workplace behavior, understanding employer expectations for punctuality and performance, and other soft skills necessary for employment;

i. Provide opportunities for Students to learn and practice personal care;

ii. Provide opportunities for Students to practice problem-solving skills, conflict resolution, and adaptability/flexibility through various workplace scenarios.

(b) Financial literacy;

i. Provides opportunities for the Student to understand financial concepts and money management including training on the impact of government assistance.

(c) Orientation and mobility skills

i. Coordinate opportunities for Students to learn how to communicate effectively on the job (e.g. verbal, written, other communication devices), understand the importance of body language, act professionally and interact appropriately with supervisors and co-workers,

(d) Job-seeking skills

i. Assist Students in creating their resume/portfolio, practice filling out on-line job applications and accounts, understanding disclaimers, use of an identified signature, and upload documents such as resumes, cover letters, transcripts, etc.

ii. Conduct mock interviews with real employers to practice interviewing skills.

(e) The contractor may provide Work-Readiness Training on other topic areas with prior approval from the Pre-ETS Program Manager.

(2) The Contractor shall provide Workplace-Readiness Training to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting.

(3) Contractor shall provide a minimum of one (1) hour of Workplace-Readiness Training within a 12-month period starting with the date a Student begins their initial training;

(a) Workplace-Readiness Training shall not exceed forty (40) hours;

(b) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of forty (40) hours per Student is not exceeded.

(4) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Workplace Readiness Training; this will enable DVR to ensure there is not a duplication of services.

(5) The Contractor shall use the evidence-based curricula posted on DVR's internet page, located at: https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets, as content for the delivery of Workplace Readiness Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.

(a) The Pre-ETS Program Manager shall review and approve other training curricula within 10 business days.

e. **Instruction in Self-Advocacy**

(1) The Contractor provides opportunities for DVR Potentially Eligible and DVR Eligible Students with disabilities to learn about rights, responsibilities, and how to request accommodations or services and supports needed during the transition from secondary to postsecondary education and employment in a group setting. Self-advocacy instruction teaches Students with disabilities to articulate their needs and make informed decisions about the supports necessary to meet those needs.

Self-advocacy instruction may include peer mentoring from individuals with disabilities working in competitive integrated employment. The contractor provides self-advocacy training through workshops which address at least one of the self-advocacy topics below:

(a) Developing goals;

i. Have the Student establish relevant personal self-advocacy goals for the year (for example, keeping a calendar, making medical appointments, ordering books in alternate formats).

(b) Time management and organization;

i. Provide opportunities for Students to practice discussing their individual strengths and challenges and how their disability may impact work performance.

(c) Balanced life planning;

i. Offer lessons on decision-making (including supported decision-making), and opportunities for Students to learn goal-setting and attainment, and practice problem-solving.

(d) Peer support;

i. Connect Students with peer mentors to talk about their experiences with self-advocacy in employment and/or post-secondary training.

(e) Mentoring groups;

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i. Provide opportunities for Students to participate in youth leadership groups and/or activities in educational or community settings to help them learn and demonstrate independence, leadership skills, assertiveness, listen to other's opinions, and evaluate options.

(f) Accessing community resources such as health care, recreation, and social opportunities;

i. Offer lessons on disability disclosure, how to advocate for their rights and responsibilities, and use role playing activities to allow Students to practice.

ii. Encourage and support Students to lead their own IEP meeting. Identify existing resources to teach Students how to prepare for (e.g. ppt presentations, video clips, etc.), and lead the meeting.

(g) Using assistive technology to manage life skills.

i. Instruct Students on how to identify support needs, explore websites such as the Job Accommodation Network (JAN), and request and utilize accommodations and/or modifications in a variety of settings

(h) The contractor may provide Self-Advocacy Training on other topic areas with prior approval from the Pre-ETS Program Manager.

(2) The Contractor shall provide Self-Advocacy Training to a Student on an individual basis when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting.

(3) Contractors shall provide a minimum of one (1) hour of Self-Advocacy Training within a 12-month period starting with the date a Student begins their initial training;

(a) Self-Advocacy Training shall not exceed forty (40) hours;

(b) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of forty (40) hours per Student is not exceeded.

(4) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Self-Advocacy Training; this will enable DVR to ensure there is not a duplication of services.

(5) The Contractor shall use the evidence-based curricula posted on DVR's internet page, located at: https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets, as content for the delivery of Self-Advocacy Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.

(a) The Pre-ETS Program Manager shall review and approve other training curricula within 10 business days.

(6) Students may receive Self-Advocacy Training through Peer Mentoring Experiences.

(a) Peer Mentoring Experiences are subject to the same requirements as other Self-advocacy Training and shall count toward the maximum hours of Self-advocacy Training for the

Students receiving the Peer Mentoring.

5. Deliverables

a. Job Exploration Counseling

(1) At the conclusion of the Job Exploration Counseling, the Contractor shall complete one (1) Service Delivery Outcome Report for all Students participating in a Workshop which clearly identifies Student Skill completion/acquisition. This document shall be prepared by the Contractor and a copy will be presented to the Student. A copy will also be included in the monthly billing report.

(a) Job Exploration Counseling Service Delivery Outcome Report;

i. The contractor shall identify the outcome indicator(s) in (A)-(F) below that aligns with the topic area in which Job Exploration Counseling was provided (e.g. In Demand Occupations).

(A) The Student's personal interests, values, personality traits, and current skills;

(B) The Student demonstrates an understanding of the required skills, certifications, and/or post-secondary training requirements identified for in-demand jobs;

(C) Information about jobs in the community, state, and country that are available and that has been accessed by the Students;

(D) At least three career choices related to the Students personal interests and values;

(E) How the Students have identified the tasks, work environment, training and salary for the career choices related to their personal interests and values;

(F) How the Student has researched Local/State labor market information that matches stated career interest(s);

(2) At the conclusion of the Job Exploration Counseling each Student completing activities shall receive an opportunity to complete an evaluation of the Job Exploration Counseling that includes a section for self-reflection.

b. Work-Based Learning Experiences

(1) At the conclusion of the Work-Based Learning Experience, the Contractor shall complete one (1) Service Delivery Outcome Report for all Students participating in a Workshop which clearly identifies Student Skill completion/acquisition. This document shall be prepared by the Contractor and a copy will be presented to the Student. A copy will also be included in the monthly billing report.

(a) Work-Based Learning Service Delivery Outcome Report;

i. The contractor shall identify the outcome indicator(s) in (A)-(E) below that aligns with the format in which the Work-Based Learning Experience was provided (e.g. Job Site Tours);

(A) The Student learns job skills related to the expectations set for a position;

(B) The Student receives guidance from people practicing in an industry;

(C) The Student understands how to ask for assistance from co-workers and/or supervisors;

(D) The Student participates in job shadowing experience(s)/job site tour(s)

(E) The Student demonstrates an understanding of how the number of hours worked correlates to the employer's pay period, and wages earned.

(2) At the conclusion of the Work-Based Learning Experience each Student completing activities shall receive an opportunity to complete an evaluation of the Work-Based Learning Experience that includes a section for self-reflection.

c. **Counseling on Opportunities for Enrollment in Comprehensive Transition or Postsecondary Educational Programs at Institutions of Higher Education.**

(1) At the conclusion of counseling activities, the Contractor shall complete one (1) Service Delivery Outcome Report for all Students participating in a Workshop which clearly identifies Student Skill completion/acquisition. This document shall be prepared by the Contractor and a copy will be presented to the Student. A copy will also be included in the monthly billing report.

(a) Post-Secondary Counseling Service Delivery Outcome Report;

i. The contractor shall identify the outcome indicator(s) in (A)-(D) below that aligns with the topic area in which Post-Secondary Counseling was provided (e.g. Transition from High-School to College);

(A) The Student demonstrates an understanding of the difference between high school and college or other postsecondary training;

(B) The Student demonstrates an understanding of the application and admission process for post-secondary education;

(C) The Student's knowledge of accommodations and resources at post-secondary training institutions;

(D) The Student's knowledge of post-secondary financial aid opportunities and financial support accounts for Students with disabilities.

(2) At the conclusion of Post-Secondary Counseling activities each Student completing activities shall receive an opportunity to complete an evaluation of the post-secondary counseling that includes a section for self-reflection.

d. **Workplace Readiness Training**

(1) At the conclusion of the Workplace Readiness, the Contractor shall complete one (1) Service Delivery Outcome Report for all Students participating in a Workshop which clearly identifies Student Skill completion/acquisition. This document shall be prepared by the Contractor and a copy will be presented to the Student. A copy will also be included in the monthly billing report.

(a) Workplace-Readiness Training Service Delivery Outcome Report;

i. The contractor shall identify the outcome indicator(s) in (A)-(H) below that aligns with the topic area in which Workplace Readiness Training was provided (e.g. Developing Goals).

(A) The Student demonstrates an understanding of appropriate social skills to use in the workplace, and an understanding of how to interact appropriately with co-workers and supervisors;

(B) The Student demonstrates an understanding of the importance of meeting deadlines and/or performing job tasks in a timely manner; and can effectively use a computer or smart phone to manage workplace meetings or clock in.

(C) The Student demonstrates an understanding of how much money they need to earn in order to live independently;

(D) The Student demonstrates an understanding of appropriate cash currency, how to use an ATM, the difference between credit and debt, can define income, expenses, or a budget, and how to actively manage their money.

(E) The Student demonstrates an understanding of the appropriate social skills needed in the workplace, and how to interact appropriately with co-workers and supervisors;

(F) The Student demonstrates an understanding where to look for work and how to effectively conduct a job search;

(G) The Student can write a resume tailored to their job search;

(H) The Student can complete job applications or other required forms;

(2) At the conclusion of the Workplace Readiness Training each Student completing activities shall receive an opportunity to complete an evaluation of the Work-Readiness Training that includes a section for self-reflection.

e. **Self-Advocacy Training**

(1) At the conclusion of the Self-Advocacy Training, the Contractor shall complete one (1) Service Delivery Outcome Report for all Students participating in a Workshop which clearly identifies Student Skill completion/acquisition. This document shall be prepared by the Contractor and a copy will be presented to the Student. A copy will also be included in the monthly billing report.

(a) Self-Advocacy Training Service Delivery Outcome Report

i. The contractor shall identify the outcome indicator(s) in (A)-(E) below that aligns with the topic area in which Self Advocacy Training was provided (e.g. In Demand Occupations);

(A) The Student has gained the ability to identify goals and problem solve;

(B) The Student can identify the necessary assistive technology, accommodations, and needed supports;

(C) The Student can request and accept help in the workplace or post-secondary educational programs.

(D) The Student has gained or improved their ability to understand their legal rights and responsibilities in a workplace setting, post-secondary educational programs, and community;

(E) How the Student has gained independence, listening and leadership skills.

(2) At the conclusion of the Self-Advocacy Training each Student completing activities shall receive an opportunity to complete an evaluation of the Self-Advocacy Training that includes a section for self-reflection.

6. Outreach, Recruitment, and Coordination.

a. The Contractor shall document the coordinated delivery of contracted services, including the outreach performed with the DVR Regional Transition Consultant or designated DVR liaison, on Exhibit L, the Pre-ETS Outreach Report form: DSHS 11-173.

b. Educational and outreach materials shall be developed in collaboration with the DVR Pre-Employment Transition Services Program Manager.

Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to:

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

Nicholas Harris, Regional Transition Consultant

Or by email to: nicholas.harris@dshs.wa.gov.

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

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

e. Additionally, all outreach materials will have the DSHS DVR branding logo on them provided by the Pre-ETS Program Manager.

f. The Contractor shall provide equitable access and outreach to serve a diverse Student base, including Students from culturally and linguistically diverse communities. Outreach shall include, but is not limited to, recruitment of Students with a variety of disabilities. Disabilities include but are not limited to the following: Specific Learning Disabilities, Emotional-Behavioral Disorders, Autism, Intellectual-Developmental Disabilities, Deaf/Hard of Hearing, Deaf/Blind, Mobility Impaired, etc.

g. The Contractor shall schedule the Required activities outlined in the Statement of Work in a manner that does not conflict with a Student's in-school required classes and activities, to include year-round before and after school, weekend, and summer opportunities.

7. Reports.

On a monthly basis, the Contractor shall provide DVR with the following, submitted in an electronic format:

a. Signed A19-1A Invoice

b. Accurate billing to reference Student data and services completed during the month along with:

(1) Copies of **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Approval form, DSHS 11-122 (12/2022), completed for each New Student who participated in any of the services outlined in the Statement of Work;.

(2) Copies of **Exhibit I** Pre-ETS Student Roster- Sign-in Sheet, DSHS 11-114;

(3) Copies of Student time sheets that correspond with the dates and hours that a Student spent participating in a Work-Based Learning Paid Internship;

(a) Copies of Student paystubs that correspond with the dates on which the student was paid wages for participation in a Work-Based Learning Paid Internship.

(4) A summary that provides an overview of outreach and recruitment activities during the month, as specified in Section 6 above;

(5) Copies of DSHS 11-173: Pre-ETS Group Service Delivery Outcome Report;

(6) Copies of Student evaluations.

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

8. Consideration.

Total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is as set forth below:

a. 10/01/2026-09/30/2027: **$271,000**

b. 10/01/2027-09/30/2028: **$271,000**

All consideration awarded pursuant to this Section 8. ((a) and (b)) is subject to the availability of DVR funds.

c. Fees shall be paid according to **Exhibit D** - Pre-Employment Transition Services Fee Schedule.

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

9. Subcontracting.

DVR reserves the right to approve or deny the Contractor staff, and any Subcontractor(s) the Contractor assigns or contracts with, to perform the work required under the terms of this Contract. The

Special Terms and Conditions

Contractor must have DVR approval before subcontracting. See also General Terms and Conditions, Section 25.

a. The Contractor shall submit the following documentation to DVR for review and approval before engaging in subcontracts for the services described in this Contract:

(1) A completed **Exhibit F**—DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019);

(2) A copy of the proposed subcontract;

(3) Proof of the Subcontractor's insurance, showing compliance with Special Terms and Conditions, Section 14, of this contract; and

(4) A copy of the Subcontractor's valid Washington State Business License.

b. The Contractor shall submit all required documentation for approval to:

Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to:

c. Subcontractors approved to provide services under this contract are subject to all terms and conditions of this contract.

d. The Contractor shall be responsible for ensuring Subcontractors comply with reporting requirements, background check requirements, and Exhibits as specified in this contract.

10. Billing and Payment. By signing this Contract, the Contractor acknowledges and agrees that DVR will not pay for any of the Pre-ETS services contemplated herein that are provided by the Contractor in a virtual manner.

a. Invoice System. The Contractor shall submit an invoice electronically, for each month that services were provided, no later than the fifteenth (15) calendar day of the following month. The fees shall be in accordance with those set forth in Special Terms and Conditions, Section 8, Consideration, of this contract. The invoice must be accompanied by all of the items specified in Special Terms and Conditions, Section 7, Reports, of this contract.

(1) The Contractor shall not bill, and DVR will not pay for any services that exceed the Contract's maximum funding consideration.

(2) The Contractor shall not bill and DVR will not pay the hourly rate for WBL Paid Internship hours greater than the eighty (80) hour maximum.

(a) The Contractor may bill for the reimbursement of Student wages after the eighty (80) hour maximum has been reached.

(b) Contractor may bill for the reimbursement of Student wages up to a maximum of one hundred (100) hours.

(c) Insufficient documentation or delay in the receipt of an invoice and/or reports will result in a

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delay of payment to the Contractor.

(d) The Contractor shall submit the invoice and reports via email to the Pre-ETS Program Manager or designee.

i. The Contractor is responsible for ensuring the completeness and mathematical accuracy of an invoice prior to submission so that services are aligned in accordance with the agreed upon deliverables and consideration amount.

(3) If the Contractor places a Student into Work Based Learning Paid Internships at the Contractor Site, the Contractor will only be reimbursed the wages paid to a Student plus a flat fee of 15 percent for payroll taxes and related personnel costs paid by the Contractor.

i. The Contractor shall not receive the hourly rate when a Student is placed into a Work-Based Learning Paid Internship at a Contractor Site.

(4) DVR will not pay for Pre-ETS services provided in a virtual manner.

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

11. Investigations of Contractor or Related Personnel.

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

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

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

b. If the Contractor, or any partner, officer or director of the Contractor, Subcontractor or a Worksite Provider, or any employee or volunteer of the Contractor, Subcontractor or a Worksite Provider, is investigated by DSHS or a local, county, state or federal agency regarding any matter, the Contractor will:

(1) Cooperate with the investigating agency;

(2) Respond to investigating agency inquiries and/or requests within (5) business days.

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

12. Removal of Individuals from Performing Services.

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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 the Contractor remove such individual or entity from providing services to Students under this Contract.

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

13. Compliance with Corrective Action Plan (CAP).

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

14. 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 Students. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Students and may have Unsupervised Access to these individuals.

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

c. The Contractor shall designate an employee contact and backup contact who are authorized to process confidential background checks and accept the results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit **Exhibit G** – Background Check System Access Request form, DSHS 17-253 (01/2019), and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Students.

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

e. When an employee, intern, or volunteer of the Contractor receives a background check result of "**REVIEW REQUIRED**", the Contractor must complete **Exhibit H** - Character, Competence, and Suitability Assessment (CCSA) form, DSHS 03-506 (01/2019), to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Students due to mitigating circumstances.

(1) The completed CCSA shall be kept on file with the employee, intern, or volunteer's DSHS background check results. At any time DVR may ask to view the CCSA or request a copy of the CCSA form.

f. When an employee, intern, or volunteer of the Contractor receives a background check result of "**DISQUALIFY**" as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Students. The list can be found at the following website

address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions.

g. DSHS background checks shall be conducted:

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

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

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

h. All background checks and related documents shall be retained by the Contractor per DSHS General Terms and Conditions, Section 11, Maintenance of Records, with the following additional considerations:

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

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

15. 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.

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 Regional Transition Consultant. For those contracts where a Regional Transition Consultant is not assigned, the Contractor shall attempt to resolve the dispute with the Pre-Employment Transition Services Program Manager.

b. If the Contractor is not satisfied with the outcome of the resolution with the Regional Transition Consultant or Pre-Employment Transition Services Program Manager the Contractor may submit a

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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.

17. 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

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injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

18. Exhibits. The Exhibits listed below are incorporated into the Contract by reference and are agreed to by the parties to constitute a part of or related to the obligations set forth herein. Exhibit A – Data Security Requirements, is incorporated herein and attached hereto immediately following this Section 15. Exhibits.

a. The following exhibits are located on the DVR website with the most current version, https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets:

(1) Exhibit B – DSHS/DVR Pre-Employment Transition Services Approval form, (DSHS 11-122)

(2) Exhibit C – Pre-ETS Curricula

(3) Exhibit D – Pre-Employment Transition Services Fee Schedule

(4) Exhibit E – Code of Ethics and Standards of Practice, (DSHS 05-252)

(5) Exhibit F- DVR Background Check Reporting, (DSHS 17-264)

(6) Exhibit G- Background Check Review: Character, Competence, and Suitability Assessment for Contractors, Employees and Volunteers (DSHS 17-263)

(7) Exhibit H- Background Check Account Information for Contracting BCS Account, (DSHS 02-738)

(8) Exhibit I – Agreement on Nondisclosure of Confidential Information, (DSHS 03-374B)

(9) Exhibit J – DSHS Checklist Request for Approval to Subcontract form, (DSHS 17-265)

(10) Exhibit K – Pre-ETS Student Roster- Sign-in Sheet, (DSHS 11-114)

(11) Exhibit L – Pre-ETS: Group Service Delivery Outcome Report (DSHS 11-173)

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.

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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.

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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.

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(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.

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(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.