



REQUEST FOR QUALIFICATIONS PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Grant County Washington
August 8, 2017

Request for Qualifications for:

Developmental Disabilities Employment and Day Program Services

Proposal(s) shall be sealed and clearly marked with RFQ Title. Proposals must be typewritten on 8 ½ x 11 paper, using 12 point fonts. Identify headings and sections, and do not use extensive artwork, photographs, or printing. Respond to each section in order and number each page of the application.

Submit one (1) original and two (2) complete copies (no 3-ring binders please) of the Qualifications to:

Grant County Developmental Disabilities
840 E. Plum Street
Moses Lake, WA 98837

Refer Questions to RFQ Project Manager:

Name:	Gail Goodwin
Title and Department:	Director of Management Services
Email address:	ggoodwin@grantcountywa.gov

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL statements of qualifications submitted become the property of Grant County. It is understood and agreed that the prospective contractor claims no proprietary rights to the materials contained in or attached to the qualifications submitted. Grant County has the right to reject or accept proprietary information.

AUTHORSHIP - The prospective contractor must identify any assistance provided by agencies or individuals outside the proposer's own organization in preparing the qualification. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFQ.

CANCELLATION OF AWARD - Grant County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Grant County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALITY: The prospective contractor shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All statements of qualifications submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Grant County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting qualifications must certify that each company or agency of the consortium can meet the requirements set forth in the RFQ.

COST OF PROPOSAL & AWARD - The contract award will not be final until Grant County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Grant County is not responsible for any costs incurred prior to the effective date of the contract. Grant County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Grant County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFQ. Written complaints should be addressed to Grant County, Directions in Community Living, 840 E. Plum Street, Moses Lake, WA 98837.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Grant County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Grant County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

LIMITATION - This RFQ does not commit Grant County to award a contract, to pay any costs incurred in the preparation of a response to this RFQ, or to procure or contract for services or supplies.

LATE SUBMISSIONS - A submission received after the date and time indicated above will not be accepted. No exceptions will be made.

OTHER AUDIT/MONITORING REQUIREMENTS - Auditing or monitoring for the following purposes will be conducted at the discretion of Grant County: Fund accountability; Contract compliance; and Program performance.

PROTESTS must be submitted to Directions in Community Living.

REJECTION OF QUALIFICATIONS: Grant County reserves the right to accept or reject any or all statements of Qualifications received as a result of this RFQ, to negotiate with any or all prospective contractors, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFQ if it is in the best interest of Grant County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFQ.

WORKERS COMPENSATION INSURANCE - The contractor shall comply with R.C.W. Title 51 - with minimum coverage limits of \$100,000 for each accident, or provide evidence that State law does not require such coverage.

Request for Qualifications

Developmental Disabilities Employment and Day Program Services

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(Email ggoodwin@grantcountywa.gov for a Microsoft Word version of this section)

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Request for Qualifications

Employment and Day Program Services

Part I Qualifications Requirements

Section IA General Information

1. Purpose The purpose of this Request for Qualifications (RFQ) is to solicit developmental disabilities Employment and Day Program service providers (Contractors) who may be eligible to add to the Grant County Developmental Disabilities Program Qualified Provider List.

Employment and Day Program Contractors currently working under Grant County Contract need not respond to this RFQ. If current contractors wish to expand the scope of services, please respond only to those areas.

Grant County provides a variety of services to Grant County residents with developmental disabilities with funding from the State of Washington Department of Social and Health Services (DSHS), Division of Developmental Disabilities (DDA).

Grant County seeks providers who will offer services to individuals with developmental disabilities in a manner that promotes six benefits as outlined in the County Guidelines. The County Guidelines provide a comprehensive overview of these benefits and gives strategies that will promote the achievement of the benefits described. These guidelines may be accessed at <https://www.dshs.wa.gov/dda/county-best-practices>

The services to be provided under this RFQ are as follows:

- Community Access
- Individual Supported Employment
- Group Supported Employment

A description of each Employment and Day Program Service listed above is included in their respective Scope of Work Section found in **Section IB – Work Requirements** of this RFQ.

Contractors that meet the requirements and qualifications specified in this RFQ will be assessed by the RFQ Review Committee and may be added to the County Qualified Provider List. The Contractor must maintain all requirements stipulated within the RFQ. Placement on the County Qualified Provider List does not infer a Contract will be offered to a Contractor. After a customer selects a Contractor from the Qualified Provider List, the County will offer the Contractor a Contract to provide Employment and Day Program Services.

Contractors may submit materials for consideration to be placed on the County Qualified Provider List for any of the Employment and Day Program Services referenced in this RFQ.

2. Background In compliance with DDA guidelines, the County is releasing this RFQ for Employment and Day Program Services. The County seeks to develop a new Qualified Provider List, which includes agencies currently providing services. Individuals authorized to receive Employment and Day Program Services by DDA will be able to select services from agencies on the Qualified Providers List. Through its contract with DSHS/DDA, Grant County Directions in Community Living is the sole recipient of public funding for Employment and Day Services in Grant County.

3. Funding See Exhibit B

Section IB Work Requirements

1. Accessibility The Contractor must maintain a local phone and a fax number as well as an email address for customers to utilize without incurring charges.

2. Licenses and Certification The Contractor must maintain licensure and/or certification necessary to meet the requirements under DDA County Guidelines. See Exhibit D.

3. General Requirements Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall submit proof of compliance with the following requirements per DDA Policy 6.13 - Provider Qualifications for Employment and Day Program Services (Exhibit E):
 - Exhibit ability to successfully develop and implement a plan for providing services that are based on individual needs that include:
 - Method for gathering information
 - How needs are assessed;
 - Plan implementation; and
 - Plan outcomes

 - Demonstrate ability to provide services in accordance with the DDA County Guidelines: <https://www.dshs.wa.gov/dda/county-best-practices>

 - Exhibit administrative capabilities necessary to safeguard public funds, including maintaining books, records, documents and other materials relevant to the provision of goods and services. This includes:
 - Internal control policies;
 - Evidence of fiscal stability:
 - The Contractor must be able to show cash reserves or a current line of credit to provide services for no less than two months of services.
 - If the Contractor has been in business for less than two years, provide an outline or business plan that establishes how you will meet financial obligations.

 - Submit a projected budget based on your anticipated service capacity for one year of services.

 - Maintain a management system that provides for systematic accumulation, filing, and retention of timely records and reports related to:
 - Customers, Staff, and the Contractor's organizational structure, tax status, capabilities, and performance.

 - Employ individuals 18 years of age or older and ensure the following requirement is met for each employee who provides direct services:
 - Have proof of criminal history background clearance in accordance with RCW 43.43.830-845 and RCW 74.15.030, and Chapter 388-06 WAC. DDA requires the DSHS Background Check Central Unit (BCCU) be used to obtain background clearances, prior to the individual providing any services under a County contract.

- Have at least one staff member with two years of experience related to the service for which the Contractor is applying to provide as follows:
 - For Employment Contractors: Experience must include developing, obtaining, and maintaining successful placements in the community in paid employment at minimum wage or better with the wages paid by a community-based business.
 - For Community Access providers: Experience must include providing services in an integrated community setting that supports contribution by the customer with local community members who are not paid to be with that person.

- Additionally, Contractors must:
 - Provide written assurance that potential conflicts of interest will not arise. Such a conflict will arise when any Employment or Day Program provider is a guardian, legal representative or other decision maker for the customer. A conflict may also arise when any employee of the agency is the decision maker for, or a family member of, a customer of the agency.
 - Develop and implement a training plan for employees that meet the requirements described in DDA Policy 6.13. The training plan must also address ongoing training and review of DDA and County policies.

Audit Requirements: Should an audit be required by OMB Circular A-133, it shall be performed in accordance with OMB Circular A-133, and shall be received by the County within the 12 month period following the close of each fiscal year. *All Audit costs are the responsibility of the Contractor.*

The Contractor may be required to submit evidence of financial operations that complies with Generally Accepted Accounting Principles (GAAP) and that meets the financial management systems requirements of the contract.

Insurance: Prior to a Contractor being placed on the Qualified Provider List, the Contractor shall obtain, maintain, and provide proof of insurance coverage as follows:

- *Maintain insurance liability coverage in the amounts of \$1,000,000.00 for general and professional liability and \$500,000 for automobile liability, unless providing services under the Community Protection Statement of Work.*

Contractors submitting qualifications to be placed on the County Qualified Provider List must also comply with current County Contract requirements. See Exhibits.

Request for Qualifications

Employment and Day Program Services

Part II Qualifications Preparation and Submittal

Section IIA Qualifications Submission

The outside of the envelope/package shall clearly identify:

1. RFQ Title and;
2. Name and address of the Contractor.

Qualifications received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committees and other reviewers for necessary action, therefore, will not be accepted.

Section IIB Qualifications Content

Responses to this RFQ shall include all of the following:

(email ggoodwin@grantcountywa.gov for a Microsoft Word version of the following sections to complete)

Attachment A - Cover Sheet. This form is to be used as your qualifications Cover Sheet.

Attachment B – Qualifications. This form when completed, with required Contractor-submitted attachments and responses to RFQ questions, will comprise your statement of qualifications.

Attachment C - Data/Information Systems Questionnaire. This form must be completed to provide information to the County regarding your data/information system.

Part III Qualifications Evaluation & Determination of Qualifications

Section IIIA Qualifications Review and Selection

1. Evaluation and Selection: Submissions of Qualifications received in response to this RFQ will be checked for completeness and administrative capability by an internal County review team. The internal administrative review assesses the Contractor's proof of compliance with DDA Policy 6.13, proof of adequate insurance coverage, as well as assesses cash flow issues and a review of the Contractor's audit or financial statements. Submissions that pass initial review will be forwarded to the RFQ Review Committee to be evaluated.

2. Evaluation Criteria The RFQ process is non-competitive. Each Submission of Qualifications will be evaluated for appropriate work history/experience and quality of the response to items in the Qualifications section. The County may require additional or clarifying information from the Contractor submitting qualifications.

Section IIIB Contract Award

Contractor Selection Contractors deemed qualified will be added to the County's Qualified Provider List of agencies qualified to provide Employment and Day Program Services and may be offered a contract. Customers are assigned to the Contractor based on customer/family selection. The number of customers funded for each Contractor will be based on the number of DDA eligible customers receiving services provided by the Contractor.

Request for Qualifications
Employment and Day Program Services

Attachment A

COVER SHEET

General Information:

Select the Employment and Day Program Services Your Agency Seeks to Provide:
(email ggoodwin@grantcountywa.gov for a Microsoft Word version of this section to complete)

- Community Access
- Individual Supported Employment
- Group Supported Employment

Legal Name of Applicant Agency _____

Street Address _____

City _____ County _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email address _____

Tax Identification Number _____

I certify that to the best of my knowledge the information contained in this Submission of Qualifications is accurate and complete and that I have the legal authority to commit this business or agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of Grant County officials.

Signature and Title Date

Request for Qualifications

Employment and Day Program Services

Attachment B

QUALIFICATIONS

Note: If additional space is needed, please attach additional sheet(s) and limit your responses to a half page per response.

(email ggoodwin@grantcountywa.gov for a Microsoft Word version of this section to complete)

A. Type of Organization

- Private for profit Unit of local or state government
 Public non-profit Private non-profit
 Other (specify)

➤ Attach incorporation documentation (if applicable).

B. Registration Requirement

Each prospective contractor must provide the following:

1. Washington State Tax Registration Number _____

2. Employer Identification Number _____

4. Business License _____

C. Does your agency have a Governing Board?

- Yes No

➤ If yes, attach a list of all members and representation.

D. Agency Information

If your agency has one or more employees, please indicate whether the following policies and procedures are established and practiced (and are approved and adopted by the agency's Board of Directors, if applicable):

- | | | | |
|--------------------------------|------------------------------|-----------------------------|------------------------------|
| Written Personnel/EEO Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Staff Job Descriptions | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Written Benefits Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Affirmative Action Plan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Financial Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Program Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Grievance Policy | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Approved Usage Certificate

- | | | | |
|---------------|------------------------------|-----------------------------|------------------------------|
| Fire Marshal | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| County Health | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| County Zone | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

E. Litigation Status

Is your agency or business currently involved in or does it have any pending legal actions?
Has your agency or business filed for bankruptcy in the past five years?

Yes No

(If yes, please explain.)

F. Briefly describe your business/agency's accounting process for tracking expenditures/revenues to separate accounts.

G. Briefly describe your funding base/revenue sources for the past two years. Provide at least one financial reference, preferably a bank, which can attest to your business/agency's financial well being and financial management capabilities.

H. Describe your business/agency's ability to repay any disallowed costs.

I. Does your organization conduct an internal audit of funds under its control?

Yes No

➤ If yes, how often is such an internal audit conducted?

J. How frequently is your organization audited by an independent auditing firm?

➤ If one is conducted, attach a copy of your organization's last audit for the most recent fiscal year.

K. Within the past five (5) years, have independent audits identified deficiencies which resulted in questioned costs, costs recommended for disallowance, an "adverse or qualified opinion" by the auditors, or the auditors "disclaiming" any opinions?

Yes No

➤ If yes, explain.

L. Is your organization certified by the Washington State Office of Minority and Women's Business Enterprises as a minority and/or woman-owned enterprise?

Yes No

➤ If yes, provide certification number and date of certification or renewal.

M. Is your organization covered by fidelity/employee dishonesty bonding?

Yes No

➤ If yes, state amount, carrier and coverage period.

N. Does your organization carry general liability insurance?

Yes No

➤ If yes, state amount, carrier and coverage period, and attach a copy of your current insurance certificate.

O. Does your organization carry professional liability insurance?

Yes No

➤ If yes, state amount, carrier and coverage period, and attach a copy of your current insurance certificate.

P. Does any employee or official of Grant County or member of any County Advisory Board have any financial or other interest in your agency or this project?

Yes No

➤ If yes, explain.

Q. Within the past year, has all staff had clear DSHS or FBI background checks?
If so, please provide staff names and dates of their most recent checks.

R. Describe your availability and accessibility to the public (days, hours per week, proximity to bus line, etc.) for the provision of services.

S. Please answer the following:

1. Have you ever had a contract terminated? If yes, explain the circumstances.

2. Have you had any findings or reports with corrective action? If yes, please explain issue and how the problem was resolved.

3. Have you/your agency or any staff of your agency been named in any civil or criminal suit related to providing services? If yes, explain.

4. Has your agency/business ever operated under a different name? (Include information if current director was a director of another agency.) If yes, what name(s)?

____ Yes ____ No If yes, list most recent.

5. For agencies, please attach a projected organization chart that shows the name, title/role and date of hire of each staff person whose work would be related to services in Grant County. Include all applicable service, administrative and finance staff.

T. **Administrative Standards:**

Please attach a narrative or documentation in response to the following questions and include them with your agency's submission materials:

1. A completed Cover Sheet (Attachment A).

2. A completed Qualifications pages (Attachment B).
3. A completed Data/Information Systems Questionnaire (Attachment C).
4. Please describe your agency's capacity to provide Employment and Day Program Services to individuals.
5. Specify the number of DDA eligible individuals you/your agency ideally desires to serve.
6. Specify the number of staff who will be working under this agreement. Provide a timeline for hiring and training new staff (if needed) to reach the service capacity described in (5), above.
7. Demonstrate how you will provide new or different approaches to supporting individuals with developmental disabilities in Grant County.
8. Signed Debarment/Suspension Statement.
9. Copy/copies of all job descriptions relevant to provide Employment and Day Program Services.
10. Information on staff that will be providing services, including brief resumes of each that describes education, licenses and/or certifications, and experience.
11. Provide relevant certifications and licenses of you and your staff.
12. Copy of your agency's table of contents of all written policies and procedures.
13. Copy of your Business License.
14. Letter identifying Signature Authority.
15. Organizational Chart.

U. Service Standards

1. Attach forms and/or explain your agency's process to successfully develop and implement a plan for providing services that are based on individual needs that include:
 - Method for gathering information;
 - How needs are assessed;
 - Plan implementation;
 - Plan outcomes;
 - Marketing strategies for client referrals;
 - Addressing cultural and language differences;
 - Promoting individual choices in employment;
 - Performance standards, including program objectives, expected outcomes, how and when objectives will be accomplished and a method to evaluate and revise plans as needed;
 - Methods for incorporating community feedback.

2. Review the DDA County Guidelines pages 4-14 and specific sections regarding services your agency seeks to provide and explain how your agency will provide services in accordance with the DDA County Guidelines:
<https://www.dshs.wa.gov/dda/county-best-practices>
3. Provide the name of your employee/employees with a minimum of two (2) years experience providing Individual Supported Employment or Community Access services.

V. For Individual Supported Employment Contractors submit:

1. A copy of your agency's current Washington State Division of Vocational Rehabilitation (DVR) Contract.

W. Funding Standards

1. If starting a new business, explain your initial plans and how you will meet financial obligations.
2. Submit a proposed program budget including anticipated costs and revenues for your fiscal year.
3. Describe your system of internal controls to ensure the proper processing and use of public funds.
4. Describe your eligibility to utilize services funded by the Division of Vocational Rehabilitation
5. Describe your experience in the use of Social Security Work Incentives (SSWI) such as Plans for Achieving Self-Support (PASS) and Impairment Related Work Experience (IRWE) for funding of employment support plans.
6. Describe your experience in using the County's billing and reporting system CMIS.

X. Individual Consumer Rights

Demonstrate your agency's commitment to respect the rights and abilities of individuals by submitting an individual rights policy that includes provisions for:

1. Informing individuals of the rights, services and benefits that may be expected from your agency;
2. Informing individuals that a family member, guardian or advocate may be included in planning;
3. Informing the individual and significant others of their roles and responsibilities;
4. An evaluation system that includes feedback on individual satisfaction;
5. A grievance process policy or procedure; and

6. Informing individuals of their right to choose and change agencies.

Y. **Site Standards**

Demonstrate your organization's ability to provide a safe and appropriate workplace by submitting the following:

1. Proof of meeting ADA standards of accessibility;
2. State Building Code compliance;
3. A signed/dated fire inspection certificate; and
4. Description of accessibility to public transportation.

Z. **Service Referral**

Client eligibility and service referral is the responsibility of DDA pursuant to WAC 388-825-030 and 388-825-055. Only individuals referred by DDA shall be eligible for day program services. If your application is approved, your agency will be added to the County's list of qualified providers. A DDA issued County Service Authorization is required for service authorization.

AA. **Suspension**

Please answer the following questions. If your answer is "yes", please explain.

1. Have you or the principal employees working for the organization ever been fired, terminated, suspended or requested to resign from a position involving working with persons with disabilities?
2. Have you or your agency ever had a contract or service provision agreement terminated?
3. Have you or your agency ever been named in any civil or criminal suit related to providing services?
4. Have you or your agency ever operated under a different name?

CERTIFICATION REGARDING DEBARMENT or EXCLUSION

I certify that this agency, its current employees or officers, are not debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency/business to a contractual agreement.

Signature, Chief Administrator
of Applicant Agency/Business

Date

Request for Qualifications

Employment and Day Program Services

Attachment C

DATA/INFORMATION SYSTEMS QUESTIONNAIRE

These answers are for County information only.

(email ggoodwin@grantcountywa.gov for a Microsoft Word version of this section to complete)

1. Describe your current information system and network, including hardware.
2. Do you currently have internet access?
 - a. If yes, what type of connection do you have?
 - b. If yes, what type of firewall is being used to protect your system?
3. Is electronic information backed up on a regular, automated basis?
 - a. If yes, how?
4. Is there an established, written disaster recovery plan for technology hardware and software?
5. Are all software programs currently licensed for all users?
6. Is virus protection software used on all servers and workstations? If so, please answer the following:
 - a. What is the software used?
 - b. Is it set up for automatic downloads of the virus library updates?
 - c. What is the date of your current virus library?
7. Will you keep DSHS client data separate from non-DSHS data?
8. Will you store DSHS records in a secure area that is accessible only by authorized personnel?
9. When not in use, will you store DSHS records in a locked container, such as a file cabinet, locking drawer, or safe?
10. Will you provide services under this contract using portable devices or media, such as a laptop or a flash drive?
 - a. If yes, describe what devices or media that each of the professionals will use.
11. If you use a portable device or media, will you protect the data as required by Data Security Requirements, Exhibit C Section 2. *Data Transport*, and 3. *Protection of Data*, subsection g. *Data storage on portable devices or media* by applying encryption? Please refer to Data Security Requirement Exhibit.
12. Where data is stored on local hard disk drives on servers, is access restricted to authorized users through the use of access control lists which grant users access only after the authorized user has authenticated to the network using a unique ID and a hardened password or other authentication mechanisms that provide equal or greater security? Please refer to Data Security Requirements Exhibit for details.
13. Are you ensuring employees are trained on security awareness and the data security requirements?

Request for Qualifications

Employment and Day Program Services

Exhibit A

GRANT COUNTY BASIC INTERAGENCY AGREEMENT

In addition to Contractors signing a County contract specifying Special Terms and Conditions and Scope of Work to be performed in consideration for agreed upon service rates and the period of contract performance, all Contractors providing services under County contract also sign the Grant County Basic Interagency Agreement (Exhibit A), included below:

GRANT COUNTY DEVELOPMENTAL DISABILITIES BASIC INTERAGENCY AGREEMENT

The County hereby appoints and the Vendor hereby accepts the Grant County developmental Disabilities and/or its designee as the County's representative for the Purpose of administering the provisions of this vendor agreement with regard to those services purchased by funds conveyed to the Vendor by the County. This includes the County's right to inspection of facilities and records, to receive and act on all reports and documents related to this vendor agreement, to request and receive information from the Vendor to approve budget revisions and payment changes to assess the general performance in accordance with Federal, State and local law, to approve the entering into of subcontracts, and to administer any other right granted to the County under this agreement not expressly reserved to the County (Board of Commissioners). The Vendor is accountable to the County only with regard to those services specified in this agreement for which the County remunerates the Vendor.

I. EXTENT OF AGREEMENT

This vendor agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. In the event of an inconsistency, the order of precedence is as follows:

1. Federal laws and regulations
2. State laws and regulation
3. DSHS General Terms and Conditions
4. DSHS County Program Agreement with Grant County
5. Applicable DSHS and/or DDA Policies
6. Criteria for Evaluation
7. Statement of Work - this agreement
8. Special Terms and Conditions - this agreement
- H. General Terms and Conditions -- this agreement
- I. Any Document incorporated in this agreement by reference.

II. LICENSING AND PROGRAM STANDARDS

The Vendor agrees to comply with all applicable Federal, State, County or Municipal standards for licensing certification and operation of facilities and program, and accreditation and licensing of individuals, and any other applicable standard or criteria. The loss of any required accreditation license or other certificate shall be promptly reported to Grant County Developmental Disabilities.

III. RELATIONSHIP OF THE PARTIES

The parties intend that an independent Vendor/County relationship will be created by this document. No agent, employee or representative of the Vendor shall be deemed to be an employee, agent, representative of the

County for any purpose, and the employees of the Vendor are not entitled to any of the benefits the County provides for County employees. The Vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, or otherwise during the performance of this agreement.

IV. INDEMNIFICATION

The Vendor does release, indemnify and promise to defend and save harmless the County, its elected officials, administrators, employee and agents from and against any and all liability, loss, damages, expense, action, and claims including cost and reasonable attorney's fees incurred by the County, its elected officials, administrators, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of services pursuant to this Agreement. In making such assurances, the Vendor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Vendor and expressly waives its immunity under the Industrial Insurance Act as to those claims, which are brought against the County. Provide however, this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agent.

V. STANDARDS FOR FISCAL ACCOUNTABILITY

The Vendor agrees to maintain books, records documents reports, accounting procedures and practices which accurately reflect all direct and indirect costs and revenues related to the performance of this agreement. Such books and other documents specified above shall be maintained in a manner consistent with generally accepted accounting principles. The Vendor shall retain the books, documents and other items specified for a period of five (5) years after expiration or termination of this agreement.

The Vendor's fiscal management system shall:

1. Provide for systematic accumulation, filing and retention of timely reports for DSHS/ADSA/DDA and or federal audits and/or as may be required by the County.
2. Provide accurate, current and complete disclosure of the services provided, costs thereof and amounts received and expended pursuant to this agreement
3. Provide a separate accounting by source of all funds related to performance of this agreement.
4. Be capable of effective and efficient processing of all the fiscal matters, including proof of adequate protection against insolvency.
5. Have the ability to pay for all expenses incurred during the Agreement period, including services that have been provided under the Agreement but paid after termination.

VI. RECORDS

All books, records, documents, receipts and other data pertaining to the performance of this agreement shall be subject at all reasonable times to inspection, review, or audit by County personnel and other personnel duly authorized by the County, the Department of Social and Health Services, the Office of the State Auditor and other officials so authorized by law.

VII. REVIEW AND EVALUATION

Vendors agree to cooperate and participate in the County's review and evaluation process. Biennial review and evaluation procedures will be conducted to ensure program and fiscal reviews test for accountability and effective use of funds. Vendors will be notified in advance of any planned review, and/or evaluation site visits; however, the County reserves the right to conduct on-site visits without prior notification to the Vendor, as deemed necessary. Copies of the review and program evaluation instruments will be provided to the Vendor upon written request.

VIII. CORRECTIVE ACTION

The Vendor is required to meet all of the general and special terms and conditions in the agreement and to perform at the service level specified in the Statements of Work, unless otherwise agreed to in writing by both parties. Should the

County identify a violation of the agreement or a performance deficiency, the Vendor must submit a corrective action plan within 14 days from the written notice by the County.

The County will approve or disapprove the Vendors corrective action plan, in writing within 14 days of receipt of the plan. If the plan is satisfactory, follow up will be required from the Vendors to ensure the deficiency is corrected. If subsequent efforts by the Vendor do not correct the deficiency or the Vendor does not complete a corrective action plan within 30 days or the County deems the plan unsatisfactory, the County will take the necessary corrective action to ensure the integrity of the agreement. Such action may include, but is not limited to reduction of payment or termination in whole or in part of the agreement.

IX. GRIEVANCE AND COMPLAINT PROCEDURES

a. The Vendor shall have both an employee and client grievance procedure and a complaint procedure; both procedures shall be in writing and include time lines for filing a grievance or a complaint. A grievance procedure shall include explanation to clients and others in accordance with Necessary Supplemental Accommodations (NSA) Policy 5.02, process for negotiating conflict, availability of advocates, and mediation by an unbiased third party, prohibit retaliation and be provided in a manner and/or language that the person can understand.

b. A complaint procedure is developed for compliance with federal law regarding discrimination (e.g. sexual harassment, sex, race, or disabled person). Such procedures should include time lines for response or action and shall be available to any individual requesting a copy.

c. Individuals wishing to file a discrimination complaint shall be directed to file directly with the DSHS Office of Equal Opportunity, the Washington State Human Rights Council, or a court of law. The grievance process should include informal and formal resolution of the problem. The County shall be notified if a grievance requires formal arbitration. The County reserves the right to review and approved the Vendors grievance and complaint and procedures.

X. CREDENTIALS AND MINIMUM REQUIREMENTS

A background/criminal history clearance is required every three years for all employees, subcontractors and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388-06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, Grant County DD shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU) must be utilized to obtain background clearance.

XI. PROTECTION OF INDIVIDUAL RIGHTS

The Vendor shall prominently display all posters required by DSHS or other relevant information regarding human rights. A complete catalog of the required posters can be obtained by contacting DSHS. In addition the Vendor must have comprehensive written policies and/or procedures to protect the rights of all individuals, including but not limited to the following:

a. Section 504 of the Rehabilitation Act of 1973 and all requirement imposed by or pursuant to the Section.

b. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (DHHS) (CFR 45 Part 80) issued pursuant to the title.

c. Confidentiality of client records pursuant to RCW 71A.14070 or RCW 34.05 require a signed Release of Information for client files and a signed Oath of Confidentiality form for staff.

- d. Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by or pursuant to this law, including CFR 29 Part 1630.
- e. Background Check Laws and Regulations, RCW 43.43.830 and 845 and RCW 74.15.03 and 74.34 and/or WAC 388.06 regarding employee background checks and DSHS Policy.
- f. Protection of clients from abuse as required by the Developmental Disabilities Administration Policy.
- g. Client grievances.

XII. NON-DISCRIMINATION IN EMPLOYMENT

- a. Grant County is an Equal Opportunity Employer.
- b. The Vendor agrees that it shall not discriminate against any employee or applicant for employment on the grounds of race, creed, color, sex, religion, national origin, marital status, age (40+), disability, sexual orientation, Vietnam veteran or disabled veteran status, HIV/AIDS or AIDS related illnesses. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment individuals or a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.
- c. The Vendor and sub-vendors shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, creed, color, religion, sex, national origin, creed, marital status, age (40+), disability, sexual orientation, Vietnam veteran or disabled veteran status, HIV/AIDS or AIDS related illnesses. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment selection for training; including apprenticeships and volunteer.

XIII. NON DISCRIMINATION IN SERVICES

The Vendor shall not, on the grounds of race, creed, color, sex, religion, national origin, marital status, age (40+), disability, sexual orientation, Vietnam or disabled veteran status, HIV/AIDS or AIDS related illnesses:

- a. Deny any individual any services or other benefits provided under this agreement.
- b. Provide any service(s) or other benefits to an individual, which, are different, or are provided in a different manner from those provided to others under this agreement, any contract or any subcontract,
- c. Subject an individual to segregation or separate treatment in any matter related to his or her receipt of any services (s) or other benefits provided under this agreement.
- d. Deny any individual an opportunity to participate in any program provided by this agreement, any contract or any subcontracts through the provision of services otherwise or afford an opportunity to do so which is different from the afforded others under this agreement. The Vendors in determining 1) the types of services or other benefits to be provided, or 2) the class of individuals to whom or the situation in which, such services or other benefits will be provided, 3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individual to discrimination because of their race, creed, color, sex, religion, national origin, marital status, age (40+), disability, sexual orientation, Vietnam or disabled veteran status, HIV/AIDS or AIDS related illnesses; or have the effect of defeating or substantially impairing accomplishment of the objectives of this agreement in respect to individuals having a particular race, creed, color, sex, religion, national origin, marital status, age (40+), disability, sexual orientation, Vietnam or disabled veteran status, HIV/AIDS or AIDS related illness.

XIV. FAIR HEARING PROCEDURE

The Vendor shall establish a system through which recipients of services may present grievances about the operation of the services. The Vendor shall advise recipients of the grievance procedure and farther advise each applicant for, or recipient of services, that they have the right to obtain a fair hearing should they feel that any of the following are true: 1) they have been wrongfully denied services; 2) services were wrongfully terminated; 3) determination of eligibility for services has not been made with reasonable promptness.

Such hearings shall be conducted in accordance with such arrangements or procedures as required by DSHS as outlined in the DSHS General Terms and Conditions.

XV. INCIDENT AND ABUSE REPORTING

a. The Vendor shall immediately notify the County of any incident involving injury or health or safety issues in connection with or during the provision of services authorized or required by this agreement. Written notice shall be given to the County by the next working day.

b. The Vendor is a mandated reporter under RCW 74.34.020(11) and must comply with reporting requirements described in RCW 74.34.035, .040, and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor's staff member is cited or on the registry for a substantiated finding, then the associated staff will be prohibited from providing services under this Agreement. Policy 5.13 (Protection from Abuse) and Policy 6.08 (Mandatory Reporting Requirements for Employment and Day Program Services Providers) will be followed.

XVI. GENERAL BUDGET PROVISIONS

The Vendor agrees to the following standards in satisfactorily performing the terms and conditions of this contract:

a. Payment for services shall be made on a fee -for-service basis unless otherwise specified in this agreement.

b. No payment shall be made for any services rendered by the Vendor except for services within the scope of this agreement, and all funds received must be used for services as identified in the Statements of Work contained in this agreement,

c. Except as provided in Section XVII - Reduction in Funding, or otherwise specified in Exhibit B, all budget revisions shall be treated as agreement modifications,

XVII. REDUCTION IN FUNDING

In the event that funding to the County from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement, and prior to its normal completion, the Count may summarily terminate this agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provision of this agreement. If the level of funding withdrawn, reduced or limited is so great that the Board of Grant County Commissioners or the Vendor deem that the continuation of the program covered by this agreement is no longer in the best interest of the citizens of Grant County, the County or Vendor may summarily terminate this agreement in whole or in part notwithstanding any other termination provisions of this agreement. Termination under this section shall be effective upon receipt of written notice by the non-terminating party. The County agrees to notify the vendor of notification from the funding source of any reduction in funding by State, Federal or other sources. The Vendor agrees that upon receipt of such notice it shall develop a plan to take appropriate and reasonable action to reduce its spending of the affected funds so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

XVIII. STANDARDS FOR PROGRAM ACCOUNTABILITY

The Vendor agrees to maintain program records and reports including statistical information, and to make such records available for inspection by the County and funding agencies or the designee or either in order for the County and the funding agencies to be assured that program services remain consistent with the terms of this agreement. Further the Vendor agrees to provide written statistical information to Grant County Developmental Disabilities pursuant to the timelines and manner prescribed in the Agreement. Such required information shall include only information which is reasonably related to services purchased by funds awarded under this Agreement, and as specified in the attached Statement of Work, and for as otherwise maybe requested by the County as it concerns compliance with DSHS requirements.

XIX. CONFIDENTIALITY

a. The Vendor shall not use publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of the Agreement for any purpose that is not directly connected with the performance of the services contemplated hereunder except:

(1) As provide by law; or,

(2) In the case of Personal Information , as provided by law or with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Vendor shall protect and maintain all Confidential Information gained by reason of this Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Vendor 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) Physical Securing any computers, documents, or other media containing the Confidential Information;

(3) Ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized person;

(4) When transporting six (6) to one hundred forty nine (149) records containing Confidential Information outside a Secure Area, one or more of the following as appropriate;

(a) Using a Trusted System, or

(b) Encrypting the Confidential Information, including;

i. Email and/or email attachments.

ii. Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

c. To the extent allowed by law, at the end of the Agreement term or when no longer needed, the parties shall certify in writing the destruction of the Confidential information upon written request by the County.

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 through shredding, pulping, or incineration.

e. The compromise or potential compromise of Confidential Information must be reported to the Grant County DD Coordinator within 3 working days of discovery for breaches of less than 500 persons' protected data. The Vendor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

c. Definitions:

“Confidential Information” 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 not limited to, Personal Information.

“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 user. Encryption must use a key length of at least 128 bits.

“Hardened Password: means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

“Personal Information” means information identifiable to any person including, but not limited to, information that relates to a person’s name, health, finance, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, drivers license numbers other identifying numbers, and any financial identifiers.

“Physically Secure” means that access is restricted through physical means to authorized individuals only.

“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.

“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 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 Government Network (SGN) is a Trusted System for Communications within that Network.

“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.

XX. INSPECTION AND INFORMATION

The Vendor shall furnish reports, statements, records, dates and other information to the County, State, Federal or other funding agencies at such times and on such forms as are specified by the Agreement. Any additional information required by the County, State, Federal Government or other funding agency, notice of which has been received by the County during the effective term of this Agreement, will be derived in a cooperative effort between the County and the Vendor.

XXI. ASSIGNMENT

a. The Vendor shall not assign or subcontract for any work described in the attached Statements of Work without written consent of the County, unless specified in the Statements of Work or the Budget; provided

that the foregoing shall apply only to work funded by federal, state or county funds awarded by this agreement.

b. In any event, the County and DSHS reserve the right to inspect and approve any sub-contracting document and the Vendor agrees to provide access to that sub-contract document no later than 20 days prior to the start date of such sub-contract.

XXII. MODIFICATION

Either party may request changes in this agreement; however, no changes or additions to this agreement shall be valid or binding upon either party unless such changes or addition be in writing, and executed by both parties.

XXIII. SEVERABILITY

a. It is understood and agreed by the parties hereto that if any part of provision of this agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision beheld to be invalid.

b. Provided, that if deletion of the invalid provision substantially alters the intent, purpose of effect of the agreement or constitutes a failure of consideration, this agreement may be rescinded or terminated by either party.

c. Provided, that noting herein contained shall be construed as giving precedence to provisions of this agreement, over any provision of the law.

XXIV. AGREEMENT TERMINATION

If either party hereto fails to comply with the terms and conditions of this agreement, the other party may pursue such remedies as are legally available including but not limited to, the termination of their agreement in the manner specified herein.

a. Termination by County for Cause - The County may terminate this Agreement in whole or in part for a substantial and material breach thereof by the Vendor upon ten (10) days written notice of termination: Provided, that unless the notice of such breach of agreement is such that immediate termination is clearly necessary to protect the public interest, the County prior to termination shall endeavor to work with the Vendor to remedy such breach following the Corrective Action process included in this agreement.

b. Termination by Vendor for Cause -- The Vendor may terminate this agreement in whole or in part for a substantial and material breach thereof by the County upon ten (10) days written notice of termination. Terminations and other Grounds - This agreement may also be terminated in whole or in part by mutual written agreement of the parties

XXV. TERMINATION AND CLOSE-OUT

Following completion of the agreement or in the event that this agreement is terminated in whole or in part for any reason, other than the normal completion of the Agreement, the following provisions shall apply:

a. Upon written request by the Vendor, the County shall make or arrange for payment to the Vendor of allowable reimbursable costs not covered by previous payment.

b. The Vendor shall submit within thirty (30) days after the date of expiration of this Agreement all financial, performance and other reports required by the agreement, and in addition will cooperate in a program audit by the County or its designee.

XXVI. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding or a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agency maintained by the Vendor for the purpose of securing business. The County shall have the right, in the event of breach of this clause by the Vendor, to annul this agreement without liability or in its discretion, to deduct from the agreement price or consideration or otherwise recover the full amount of such commission, percentage brokerage or contingent fee.

XXVII. NON-ASSIGNABILITY OF CLAIMS

No claim arising under this agreement shall be transferred or assigned by the Vendor.

XXVIII. APPLICABILITY OF LAW

This agreement has been and shall be construed as having been delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

XIX. INSURANCE AND BONDING

The Vendor agrees to carry for the duration of this agreement insurance and bonding as specified in the Special Terms and Conditions of this agreement.

XXX. ASSIGNMENT OF CLAIMS

The Vendor will agree to assign to Grant County its Medicaid billing right for services to clients eligible under the Developmental Disabilities Administration Home and Community based Waivers Title XIX programs under a Department of Social and Health Services provider agreement.

XXXI. DSHS (Disability Rights of Washington DRW) ACCESS AGREEMENT

The Washington Protection & Advocacy, Inc. (WPAS) February 27, 2001 Access Agreement with DDA, is incorporated herein by reference.

XXXII. DEBARMENT CERTIFICATION

The Vendor by signature to this Agreement, certifies that the Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency.

Request for Qualifications

Employment and Day Program Services

Exhibit B

GRANT COUNTY DEVELOPMENTAL DISABILITY PROGRAM CONTRACT SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are included in current County Developmental Disabilities Contracts and shall be included in future contracts with Contractors placed on the Qualified Provider List:

I. DEFINITIONS:

CLIENT- A person with disabilities, made eligible for day program services by DSHS/DDA

CMIS - Client Management Information System

DAY PROGRAM -Services provided to clients as a result of this Vendor Agreement.

DSHS- Department of Social and Health Services

DDA - Developmental Disabilities Administration, a subunit of the Department of Social and Health Services.

DVR - Division of Vocational Rehabilitation

GCDD - Grant County Developmental Disabilities, a county department.

RFQ -- Request for Qualifications, Requirements by Grant County Developmental Disabilities to compile a list of vendors to provide day program services.

II. PURPOSE

This agreement governs participation in Day Program Services administered by Grant County under contract with the Developmental Disabilities Administration, Department of Social and Health Services, State of Washington, (DDA/DSHS). The Day Program Services provide individualized supports in a variety of programs for people with developmental disabilities. In addition, GCDD reserves the option of utilizing the Vendor Agreement for allocation of funds for services to special education graduates or other special populations as the need arises. The approved services eligible for funding under the Vendor Agreement include:

- Community Access
- Individual Supported Employment
- Group Supported Employment

III. INCORPORATED DOCUMENTS

This Agreement consists of Exhibits A and B as applicable Statements of Work.

IV. SERVICES PROVIDED IN ACCORDANCE WITH LAW, RULE AND REGULATION

All services provided under this contract will be in accordance with the following where applicable: 71A.14, 74.15, 74.34, 43.43 and 26.44 RCW; WAC 388-845 and 850; Rehabilitation Act; plus implementing regulations and DDA Policies:

4.11 County Services for Working Age Adults

5.01 Background Checks

- 5.02 Necessary Supplemental Accommodations
- 5.06 Clients Rights
- 5.13 Protection from Abuse
- 5.14 Positive Behavior Support
- 5.15 Use of Restrictive Procedures
- 5.17 Physical Intervention
- 6.08 Mandatory Reporting Requirements for Employment and Day Program Services Providers
- 6.13 Employment and Community Access Provider Qualifications
- Current Criteria for Evaluation – Bars Category 568.60

Community Protection Policies

- 15.02 CP Program Services
- 15.03 CP Standards for Employment and Day Programs
- 15.05 CP Program Exit Criteria

V. ELIGIBILITY AND PLACEMENT

Pursuant to WAC 388-823 and WAC 388-825 DDA/DSHS determines individual eligibility and refers persons for services delivered under the Vendor Agreement. Only persons referred by DDA/DSHS are eligible for services to be reimbursed under this agreement.

VI. STATEMENT OF WORK

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

Grant County shall:

- a. Communicate information from the DDA region regarding disapproval of any staff employed by the vendor;
- b. Inform and include the vendor in the discharge planning of individuals leaving institutions and returning to the community who need program funding;
- c. Inform the vendor of individuals who have had their waiver status changed;
- d. Work with the vendor when referring individuals for services;
- e. Work with the vendor when terminating services;
- f. Work with the vendor in planning on-site evaluations;
- g. Enroll the Vendor on the list of qualified vendors eligible to provide day program services in Grant County and distribute this list to DDA/DSHS;
- h. Review the Vendor for compliance with this agreement as the County deems appropriate. Reimburse the Vendor, the unit rates set in the Vendor agreement. The billings shall be submitted on a format provided by the County within the time frame specified by the County. Reimbursement will, be only for those individuals and the rates assigned on the Vendors CMIS Schedule. The County is under no obligation to pay the Vendor in the event that the Vendor provides day program services to individuals who are determined not eligible by DDA/DSHS;
- i. Reissue a current CMIS Schedule to the Vendor whenever there is a change in status of the Vendors services status, including the addition of referred eligible clients, the removal of a client, or a change in the specific unit rate assigned a particular client, as determined by DDA/DSHS and Grant County and reported on the CMIS Schedule;

- j. Review the County Service Authorizations from DDA to authorize reimbursement to the Vendor and for data collection and quality assurance; and
- k. Monitor total expenditures under the Day Program Services in Grant County to ensure the services rendered no exceed the total county allocation received from DDA/DSHS.
Grant County is not responsible for client eligibility or referral and does not guarantee any level or subsequent payment to a qualified Vendor.
- l. The Vendor shall:
 - a. Work with Grant County when individuals are referred for services.
 - b. Work with Grant County and the DDA region to document planned services in the Individual's Support Plan;
 - c. Work with Grant County regarding service termination;
 - d. Work with Grant County when undergoing an onsite evaluation;
 - e. Take necessary and reasonable steps to comply with BARS;
 - f. Provide Day Program services to eligible clients when referred by DDA/DSHS, in accordance all applicable DDA policies, DDA County Guidelines, and applicable Federal regulations and applicable state statutes and regulations, other state statutes, administrative codes and policies. These are to be the basis of all aspects of services delivery, system capacity building and implementation of the Agreement. Individualized services for each client shall be provided as directed in the County Service Authorization form, and at the unit rate and number of units prescribed therein and stated on the CMIS Schedule;
 - g. If qualified as a DVR CRP, Vendor will use Division of Vocational Rehabilitation funding resources for all individuals who meet DVR Eligibility criteria prior to utilizing Grant County funding, if appropriate for the person;
 - h. Maintain books, records, documents, County Service Authorizations and other materials relevant to the provisions of services under this agreement, which, are adequate to document the scope and nature of the services provided. These materials shall be available at all reasonable times for review, inspection, or audit by personnel duly authorized by the County, DSHS, or the Office of the State Auditor. The Vendor shall retain these materials for five (5) years after settlement or termination of this agreement;
 - i. Submit for reimbursement monthly the billing forms as provided or required by the County, including the CMIS forms;
 - j. Submit reports as defined in the Statements of Work;
 - k. Maintain insurance liability coverage in the amounts of \$1,000,000.00 for general and professional liability and \$500,000 for automobile liability, unless providing services under the Community Protection Statement of Work; and
 - l. Ensure that staff are 18 year of age or older. Agency must have a training plan meet requirements of DDA Policy 6.13. Additional training should be provided to meet the needs of the clients. Examples of such training include task/job analysis, follow-along support, co- worker support, job modification, restructuring, functional analysis, positive behavior supports and use of natural supports.
 - m. Employment and day services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:
 - i. The setting is integrated in and supports full access to the greater community;
 - ii. Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

iii. Provides opportunities to seek employment and work in competitive integrated settings; and
iv. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community based.

n. Grant County will evaluate and review services delivered by vendors to reasonably assure compliance and quality. Grant County will conduct at least one on-site visit during the biennium. Grant County will maintain written documentation of all evaluations, recommendations, and corrective action plans for each vendor. Copies will be provided to DDA upon request.

o. Fees:

i. Approval of fees is the responsibility of the DDA.

ii. The DDA sets limitations on the Hourly Rate for each direct service. The current rates are as follows:

1. Individual Employment services - \$55.50 per hour
2. Group Supported Employment services - \$35.00 per hour
3. Community Access services - \$30/hour

p. The vendor will provide consumer support services that include one or more of the following program outcomes:

COMMUNITY ACCESS

a. Monthly Community Access support hours will be based on the client's community access service level per WAC 388-828-9310 for all clients who began receiving community access services July 1, 2011 and forward.

b. To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of Community Access, services will occur individually or in a group of no more than 2 or 3 individuals with similar interests and needs.

c. Community Access services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

i. A client receiving Community Access services will not receive employment support simultaneously.

ii. A client receiving Community Access services may at any time choose to leave Community Access to pursue employment support.

iii. Person-centered planning will be used to develop an individual community access plan. Planning must include all interested parties, i.e. DDA case managers, friends, parents, teacher, etc. The plan must incorporate the individual's choice, reflecting integrations, natural supports, and promoting the individual's rights and self determination. Plans will have goals with measurable outcomes. Plans will be reviewed and signed off by the consumer every six (6) months and updated annually or as goals change. Plans and supporting documentation demonstrating participant inclusion in the planning process must be included in the consumer's file.

iv. Community access is assigned in contact hour increments. A reimbursable hour is at least fifty (50) minutes of direct service. Clients will receive no less than one (1) face to face contact each month.

v. Up to two (2) hours per assessment may be used to plan and gather resources for the Assessment meeting. Time spent at the assessment is considered billable hours.

vi. All community access must be appropriate and specific to each person as identified in the person-centered planning process. No billable services will be provided that are regularly provided by family or residential providers such as shopping for daily life supplies. All billable activities must reflect plan goals.

vii. Billable activities may include volunteer experience, assisting in recreation, leisure, and social activities of the client's own choosing.

viii. All billable services must be provided on an individual basis with no more than three (3) people with disabilities together at any time or location. Services must be varied and provided in the community where other community members participate in the same type of activities.

ix. Transportation facilitated or provided by the vendor may be included in billable hours of service provided the consumer is present. Staff time required to travel to the client is also allowable.

- x. Consumer semi-annual reports must include the following:
 - 1. Current community access plan date and goals with measurable outcomes;
 - 2. Steps taken to achieve goals and outcomes for the time period;
 - 3. Other funding sources accessed;
 - 4. Naturally supported hours and activities. If this number is zero, the agency must document the steps taken to increase naturally supported time and events; and
 - 5. Number of services hours received from the provider.
- xi. Semi-annual reports must be signed by the client or guardian and be received by Grant County no later than 30-days following June 30 and December 31 of each year.

SUPPORTED EMPLOYMENT

- a. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should average twenty (20) hours of community work per week or eighty-six (86) hours per month. The amount of service a client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
- b. Prior to beginning service or prior to an expected change in service, the vendor will clearly communicate to the client and Grant County the maximum service hours per month the client can expect to receive. Service changes will not occur until the client has received proper notification from DDA.
 - i. The client's DDA ISP is the driver for services. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
 - ii. The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information.
- c. All clients will have an individualized plan to identify the client's preferences. Minimum plan elements are outlined in the reference document "Criteria for Evaluation". A copy of the client's individualized plan will be provided to their CRM, guardian, and others as appropriate.
- d. Semi-annual progress reports that describe the outcomes of activities will be provided by the vendor or Grant County to the CRM, guardian and others as appropriate. The report will summarize the progress made towards the client's individualized goals.
- e. All clients will be contacted by their service provider according to client need and at least once a month.
- f. If clients in Individual Employment or Group Supported Employment have not obtained paid employment at minimum wage or better within six (6) months, Grant County will assure the following steps are taken:
 - i. Review the progress toward employment goals;
 - ii. Provide evidence of consultation with the family/client; and
 - iii. Develop additional strategies with the family/client, employment support staff and the case manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each client and kept in the client's file.
- g. If after twelve (12) months the client remains unemployed, an additional review will be conducted. The vendor will address steps outlined in the previous six month progress report in the next six month progress report. The client may request to participate in Community Access activities or the client may choose to remain in an employment program. When requesting to participate in Community Access services, the client shall communicate directly with his or her DDA case manager. The DDA case manager is responsible for authorizing Community Access services.

INDIVIDUAL SUPPORTED EMPLOYMENT

- a. Individual employment services are part of an individual's pathway to employment and are tailored to meet individual needs, interest, abilities, and promote career development. Jobs will be integrated in typical community employment settings. All services will assist a person with developmental disabilities obtain and

continue integrated, individual employment at or above the state's minimum wage in the general workforce. Billable services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping, and supports to maintain employment.

b. Person-centered planning must be used to develop an individual employment support plan as a pathway to employment. Planning must include all interested parties, DDA case manager, friends, parents, teaches, etc. the plan will incorporate individual choice, reflecting integration, natural supports and promoting individual rights and self-determination. Plans will have goals with measurable outcomes, and will be reviewed and signed off by the client every six (6) months and updated annual or as goals change. Plans and supporting documentation demonstrating client participation in the person-centered planning process must be included in the consumer file.

c. All employment must occur in typical work sites for non-disabled workers.

d. Billable employment supports include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or adaptation of work routines, work environment modifications, job counseling, training of co-workers and training of employers. Follow along services are those activities undertaken by the vendor on behalf of the client to facilitate job retention or continued employment.

e. Placement and replacement activities are those undertaken by a vendor for clients that may need employment due to referral, upgrade, client choice, or job loss.

f. Follow-along services for employed clients may be billed for a minimum of two (2) face to face meetings each month. If only two face to face meetings occur in a single month, the meetings must occur in separate weeks. The vendor is responsible for providing or arranging for any support services required to maintain a client's employment, including, but not limited to, extra training and supervision, job modification, counseling, transportation, transportation arrangements, or any other services deemed necessary to maintain employment.

g. Unemployed clients must receive at least weekly face to face meetings, supported by documentation describing the employment activities undertaken during the meetings.

h. For Individual Employment where the service provider is also the client's employer long term funding will remain available to the service provider/employer for six months after the employee/DDA client's date of hire. At the end of the six month period, if the DDA client continues to need support on the job, another service provider who is not the employer of record must provide the support unless Grant County issues prior written approval for the service provider to continue to provide long-term supports if needed.

i. Semi-annual reports must include the following:

1. Current employment plan date and goals with measurable outcomes;
2. Steps taken to achieve goals and outcomes for the time period;
3. Other funding sources accessed;
4. Employer name and employment start date;
5. Salary or hourly wage rate and benefits;
6. Number of hours worked weekly or monthly;
7. Number of service hours provided by the vendor; and
8. If un-or-underemployed, the report must include job development sites and prospective employers.

j. Semi-annual reports must be signed by the client or guardian and received by Grant County no later than 30-days following June 30 and December 31 each year.

GROUP SUPPORTED EMPLOYMENT

a. Group Support Employment is part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid

employment leading to further career development in integrated employment at or above minimum wage. Activities should include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job. Examples include enclaves, mobile crews, and other business models employing small groups of people with disabilities in an integrated employment in community settings.

b. Person centered planning will be used to develop a group supported employment support plan as a pathway to employment. Planning must include all interested parties, DDA case manager, friends, parents, teachers, etc. This plan will incorporate the individual choice, reflecting integration, natural supports, and promoting the individuals' rights and self-determination. Plans will have goals with measurable outcomes. Plans will be reviewed and signed off by the client every six (6) months and updated annually or as goals change. Plans and supporting documentation including participants in the person centered planning process must be included in client files.

c. All employment must occur where there are no more than eight (8) persons with disabilities.

d. Clients must have a documented and demonstrated need for ongoing supervision and support in order to maintain employment. Prior to beginning service the provider will clearly communicate to the client the number of service hours per month they can expect to receive. Any changes must be communicated to the client prior to the change taking place. The amount of service a client receives should be based on his/her demonstrated need and acuity level.

e. Planning will include transition to more inclusionary employment service and review of barriers to such transitions. All individuals must receive at least minimum wage and be working towards a living wage. All jobs paying less than minimum wage by any payment means, for example, commission or Federal Sub-minimum wage certificate must have County approval.

f. Employment supports may include but are not limited to, identification of resources necessary for transportation; job restructuring, work materials or adaptation of work routine, work environment modifications identification of job counseling needs, training of co-workers to provide support and train/support to employers and resources necessary for transportation; job restructuring, work materials or adaptation of work routine, work environment modifications identification of job counseling needs, training of co-workers to provide support and train/support to employers and support in social communication and self care.

g. Follow along service is those activities undertaken by the vendor on behalf of an individual listed on the current CMIS payment to facilitate job retention or continued employment.

h. Placement and replacement are those activities undertaken by a vendor for clients listed on the current CMIS payment schedule that may need employment due to referral, upgrade, and client choice or job loss.

i. Functional assessments and positive behavior support plans need to be completed whenever necessary to focus on changing the environment and skill deficits that contribute to the person's problem behavior. A supportive environment helps a person meet his/her needs through positive expression instead of needing to resort to challenging behaviors to get the environment to respond. Skill development and improvement help increase a person's status and confidence. Positive behavior support uses functional assessment to help build respectful support plans.

j. If a client is underemployed (less than 20 hours per week) 9 months from date of acceptance or employment, a meeting must be held before the ninth (9th) month. The vendor will include in this meeting, the client, parents/guardians, DDA case manager, County and any other interested party as agreed upon by the parties. The goal of the meeting will be to assess and develop a plan to proceed with goals, assigned responsibilities and time frames. Monthly payment may be held until meeting is completed.

k. Group client semi-annual reports will include the following:

1. Current employment plan date and goals with measurable outcomes.
2. Steps taken to achieve goals and outcomes for time period
3. Salary or hourly wage rate and benefits
4. Number of hours worked weekly or monthly.

5. Number of service hours received from the provider
6. If un- or under employed reports will include job development sites and potential employers.

Semi-annual reports must be signed by the client or guardian and received by the County no later than the 30th of the month following date due, December 31 and June 30.

I. For Group Supported Employment, clients must have paid work or paid training. The total number of direct service staff hours provided to the group should be equal to or greater than the group's collective amount of individual support monthly base hours. If the direct staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours actually provided.

VII. ADMINISTRATION OF BILLABLE ACTIVITIES

a. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

b. A claim for each individual is made on the CMIS system by indicating the number of services units delivered to each individual listed and the fee per unit. Units are defined as:

i. An "hour" is at least fifty (50) minutes of direct service. Partial hours to the quarter may be recorded.

c. The Employment Phases & Billable Activities document defines the individual client services that DDA and Grant County reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/county-best-practices>.

d. The Community Access Billable Activities document defines the individual client services DDA and Grant County reimburses. That document is located on the DSHS DDA County Best Practices Web site at <https://www.dshs.wa.gov/dda/county-best-practices>.

e. If the vendor bills and is paid fees for services that DSHS or Grant County later finds were not delivered or not delivered in accordance with Program Agreement standards, DSHS or Grant County will recover the fees for those services and the vendor will fully cooperate during the recovery.

VIII. REIMBURSEMENT

The obligation of the County to provide reimbursement is contingent upon receipt of funds from DDA/DSHS for this purpose. Reimbursement for services rendered will be according to the following:

a. All reimbursement for Day Program Services will be fee for service. Unit rates will be those appearing on the CMIS schedule.

b. Each Vendor providing authorized services will be issued a CMIS schedule that outlines the individual client for whom the County has record of authorization designating the Vendor as the Service provider for the client. The CMIS schedule will list all eligible clients assigned to that Vendor for services, along with each client's effective date, program, and the rate of reimbursement for each client and the available number of units for the client.

c. Clients paying for their services with Direct Payment Program payments will be listed on the CMIS schedule without a reimbursement or unit rates.

d. The Vendor shall submit to the County monthly billings, on a format provided by the County, based on the reimbursement rate times the number of services units provided. Such billings will be submitted not later than the 8th day of the month following the month in which services were rendered.

e. Reimbursement will be provided only for those services authorized for individuals listed in the Vendors most recent CMIS schedule, verified by a valid County Service Authorization form from DDA/DSHS for this purpose.

f. Client services paid for under the Rehabilitation Act of 1973 (DVR, P.L. 94-142 (Public Education), or are being funded under the Plan for Achieving Self Support (PASS) or Impairment Related Work Expense (IRWE) will not be reimbursed or any other source of public or private funding.

IX. SERVICE DELIVERY

The Vendor shall:

a. Assure that services for persons with developmental disabilities must be provided with attention to their health and safety. The services provider shall comply with all state regulations and all local ordinances on fire, health, and safety standards wherever the services are delivered. This applies to the environment and program content.

b. Notify the County and provide copies of any Critical Incident reports filed with DDA within (3) working days.

c. Maintain emergency contact and medical information on all clients.

d. Comply with all applicable federal, state, and local fire health, and safety regulations, which include, but are not limited to:

i. Federal and State- Occupational Safety and Health Act of 1970 (OSHA-84 USC 1590, 29 CFR 1910-1926); Washington Industrial Safety and Health Act (WISHA -RCW 49.17, WAC 296-024 and 296-62), State Fire Code RCW 19.27.

Request for Qualifications

Employment and Day Program Services

Exhibit C

Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.

b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

c. "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. Data Transport. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:

a. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;

b. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.

3. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described. All Electronic Data must be encrypted using at least an encryption standard of AES 128 bit. Electronic Data can be on desktops, laptops and other portable devices, servers, and external media:

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

b. **Network server disks.** 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 Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured 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 Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. 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 Secured 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 Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

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 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 with a key length of at least 128 bits

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

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

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

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

(1) DSHS data 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 in Section 5. Data Disposition

(2) DSHS 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 in Section 5. Data Disposition.

4. 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.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. 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.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. 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.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, 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:

Server or workstation hard disks, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs

Paper documents with sensitive or Confidential Information

Paper documents containing Confidential Information requiring special handling (e.g. protected health information)

Optical discs (e.g. CDs or DVDs)

Magnetic tape

Will be destroyed by:

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
Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.

On-site shredding, pulping, or incineration

Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Degaussing, incinerating or crosscut shredding

6. 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.

7. 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.

Request for Qualifications

Employment and Day Program Services

Exhibit D

Additional resources can be found at <https://www.dshs.wa.gov/dda/county-best-practices>.