

**DEVELOPMENTAL DISABILITIES CONTRACT**  
**FACE SHEET**

CONTRACTOR IS A <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> VENDOR		CONTRACT NUMBER:
4. NAME/ADDRESS:	1. ORIGINAL CONTRACT AMOUNT: <b>\$0</b>	5. PREVIOUS CONTRACT AMOUNT:
	2. CASH MATCH REQUIREMENT: <b>\$0</b>	6. MODIFICATION AMOUNT:
	3. TOTAL CONTRACT AMOUNT: <b>\$0</b>	7. NEW TOTAL CONTRACT AMOUNT:
8. CONTACT INFO:	9. PROGRAM CONTACT INFO:	10. FISCAL CONTACT INFO:
11. CONTRACT START DATE:		12. CONTRACT END DATE:
13. FUNDING AUTHORITY: <b>DSHS, ADSA, Developmental Disabilities Administration</b>		
14. CFDA NUMBERS(S):		15. CFDA TITLE(S):
16. PURPOSE: <b>The Contractor shall provide Individual Supported Employment, Group Supported Employment, Prevocational, and Community Access Services.</b>		
<b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Specific Provisions</b> <b>EXHIBIT B – Direct Services Fee/Rate Schedule</b> <b>EXHIBIT C – Employment Phases and Billable Activities</b> <b>EXHIBIT D – Employment Activities Strategies Progress Outcome Measures</b>		
This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.		
<b>VENDOR</b>		<b>YAKIMA HEALTH DISTRICT</b>
<hr/> Director <hr/>		<hr/> Andre Fresco, Administrator <hr/>
<hr/> Date <hr/>		

## **GENERAL TERMS AND CONDITIONS**

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. “Contract” The term contract is intended to mean an agreement creating obligations enforceable by law between the Health District and the contractor. For purposes of this “contract”, the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Conditions including any Exhibits and other documents, as well as any other attachments, are considered part of the “contract”.
  - B. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. “Director” means the Director of the Yakima Health District.
  - E. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the Health District and the Contractor, under this Contract.
  - F. “Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - G. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
3. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the Health District and the written assumption of all of the Contractor's obligations in this Contract by the third party.
4. **Billing Limitations:** The Health District shall pay the Contractor within 45 days after receiving an invoice and proper supporting documentation. All billings must be received no later than 60 days after the close of the contract to be considered for payment.

The decision to approve or deny payment of claims for services submitted after more than 60 days shall rest solely with the Health District Director and the Director's decision shall be final and not capable of right to appeal.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR), 2 CFR Chapter I, Chapter II, Part 200, et al. (2 CFR 200) provide the applicable administrative requirements, cost principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the Health District shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The Health District and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal

department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Health District if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The Health District may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.

10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the Health District. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the Health District. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the Health District. The Contractor shall indemnify and hold harmless the Health District from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the Health District. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima Health District provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other

purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the Health District and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the Health District and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.
17. **Insurance:**
  - A. The Health District certifies that it is insured as a member of Enduris.
  - B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima Health District, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the Health District and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

19. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal and State of Washington statutes and regulations;
- B. Special Terms and Conditions of this Contract;
- C. This Contract.

21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the Health District shall be the property of the State of Washington. Both Health District and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the Health District is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the Health District a perpetual license to use this material for Health District internal purposes at no charge to the Health District, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The Health District and the Contractor

shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The Health District and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the Health District or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Yakima County Health District or his assigns or unless otherwise specified in this Contract. If the Health District, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the Health District shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the Health District and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the Health District and the Contractor. This term shall not apply in the event of a settlement by either the Health District or the Contractor.

25. **Subrecipients:**

- A. General: If the Contractor is a subrecipient of federal awards as defined by Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR Chapter I, Chapter II, Part 200, et. al. (2 CFR 200) and this Contract, the Contractor shall:
  - I. Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - II. Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - III. Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - IV. Incorporate OMB Circular 2 CFR 200 audit requirements into all agreements between the Contractor and its Subrecipients who are subrecipients;

- V. Comply with any future amendments to 2 CFR 200 and any successor regulation;
- VI. Comply with the Omnibus Crime Control and Safe Streets Act of 1968; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G, and 28 CFR Part 35 and Part 39. (See [www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr) for additional information and access to the aforementioned Federal laws and regulations.)

B. Single Audit Act Compliance: If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- I. Submit to the Health District contact person, listed on the first page of this Contract, the data collection form and reporting package specified in 2 CFR 200, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- II. Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR 200, and prepare a “Summary Schedule of Prior Audit Findings.”

C. Overpayments: If it is determined by the Health District, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, the Health District may require the Contractor to reimburse the Health District in accordance with 2 CFR 200.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

27. **Termination Due to Change in Funding:** If the funds upon which the Health District relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Health District may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

28. **Alternative use of Funding:** Yakima Health District at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the Health District relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima Health District's right to terminate this contract under the provisions set forth in item 28 above, and such decision to provide

and/or continue such alternative funding shall be at the sole discretion of Yakima Health District and the contractor agrees to hold Yakima Health District harmless for such decision.

**29. Termination:**

- A. Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on Page 1.
- B. If the Contractor fails to comply with the terms and conditions of this Agreement, the Health District may terminate this Agreement immediately upon written notice sent by certified mail to the Contractor, and the Health District may pursue such remedies as are legally available.
- C. If this Agreement is terminated for any reason, Health District shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

**30. Title to Property:** Title to all property purchased or furnished by the Health District for use by the Contractor during the term of this Contract shall remain with the Health District. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Health District under this Contract shall pass to and vest in the Health District. The Contractor shall take reasonable steps to protect and maintain all the Health District property in its possession against loss or damage and shall return the Health District property to the Health District upon Contract termination or expiration, reasonable wear and tear excepted.

**31. Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

**32. Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the Health District.

**33. Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal

Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed as follows:

**Contractor:**

**Health District:** Andre Fresco, CEO  
Yakima County Health District  
1210 Ahtanum Road  
Union Gap WA 98903

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**SPECIFIC PROVISIONS**

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:
  - a. “Acuity Level” means the level of an individual’s abilities and needs as determined through the DDA assessment.
  - b. “AWA” means ADSA Web Access also referred to as the CMIS.
  - c. “Additional Consumer Services” refers to indirect client service types as follows:
    - (1) “Community Information and Education”: Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.
    - (2) “Training”: To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.
    - (3) “Other Activities” reserved for special projects and demonstrations categorized into the following types:
      - (a) Infrastructure projects: Projects in support of clients (services not easily tracked back to a specific working age client) or that directly benefit a client(s) but the client is not of working age. Examples include planning services like benefits planning and generic job development e.g. “Project Search.”
      - (b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
      - (c) “Partnership Project”: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn 21.
  - d. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - e. “BARS” means DDA Budget and Accounting Reporting System.
  - f. “CSA” means County Service Authorization.
  - g. “CMIS” means the Case Management Information System also referred to as AWA.
  - h. “Client” means a person with a developmental disability as defined in Chapter [388-823](#) WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR client.

- i. “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.
- j. “Consumer Support” refers to direct client service types as follows:
  - (1) “Community Access” or “CA”: services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons’ to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support (Individual Employment, Group Supported Employment or Pre-Vocational services) for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.
  - (2) “Child Development Services” or “CDS”: Birth to three services are designed to meet the developmental needs of each eligible child eligible and the needs of the family related to enhancing the child’s development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
  - (3) “Individual Supported Employment” or “IE”: services are a part of an individual’s pathway to employment and are tailored to individual needs, interests, and abilities to, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state’s minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
  - (4) “Individualized Technical Assistance” or “ITA”: services are a part of an individual’s pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.
  - (5) “Group Supported Employment” or “GSE”: services are a 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. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.
- k. “CRM” means the DDA Case Resource Manager.
- l. “DD” means developmental disabilities.
- m. “DDA” means the Developmental Disabilities Administration within DSHS.
- n. “DDA Region” means the DDA Regional office.
- o. “DVR” means the Division of Vocational Rehabilitation.

- p. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”: a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
- q. “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.
- r. “HCBS” means the Medicaid Home and Community Based Services.
- s. “ISP” means the Individual Support Plan, a document that authorizes and identifies the DDA paid services to meet a client’s assessed needs.
- t. “PASRR” means Preadmission Screening and Resident Review.
- u. “Personal Information” means information identifiable to any person including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver’s license numbers, other identifying numbers, and any financial identifiers.
- v. “Physically Secure” means that access is restricted through physical means to authorized individuals only.
- w. “Quality Assurance” means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications*, County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.
- x. “Quality Improvement” means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.
- y. “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.
- z. “Service Provider” is a qualified client service vendor who is contracted to provide Employment and Day Program services.
- aa. “Subcontractor” is the service provider contracted by the Health District to provide consumer services.
- bb. “Tracking” means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- cc. “Trusted Systems” include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service (“USPS”) first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

dd. "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. Purpose:** This Program Agreement is entered into between DDA and the Health District in accordance with Chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

**3. Confidentiality:**

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

(1) As provided 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 Health District shall protect and maintain all Confidential Information gained by reason of this Program Agreement against unauthorized use, access, disclosure, modification or loss. This duty requires the Health District to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information;

(2) Physically Securing any computers, documents, or other media containing the Confidential Information;

(3) 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 persons;

(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.

(5) When transporting one hundred fifty (150) records or more containing Confidential Information outside a Secure Area, referring to the requirements in Exhibit A – Data Security Requirements; and

(6) Sending paper documents containing Confidential Information via a Trusted System.

c. To the extent allowed by law, at the end of the Program Agreement term or when no longer needed,

the parties shall return Confidential Information or certify in writing the destruction of Confidential Information upon written request by the other party.

- 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 DSHS Contact designated on this Program Agreement within five (5) business days of discovery for breaches of less than 150 persons' protected data, and one (1) business day of discovery of breaches of over 150 persons' protected data. The parties must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

**4. Client Eligibility:** Client eligibility and service referral are the responsibility of the DDA pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct client services provided without authorization are not reimbursable under this Program Agreement.

**5. Credentials and Minimum Requirements:**

- a. Administration of the developmental disabilities County program cannot be subcontracted.
- b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.
- c. Fiscal Responsibility: The contract must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.
- d. Sufficient Policies and Procedures for Establishment and Maintenance of adequate internal control systems: The Health District will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.
- e. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program Health District staff), 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, then DDA 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.
- f. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the Health District to provide Training, Community Information Activities, Consumer Support

as defined in this agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the Health District to provide such services.

- g. Qualified Service Providers: The Health District assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, *Program Provider Qualifications*.
- h. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Health District assures that each subcontractor has agreed to assign to DDA its Medicaid billing rights for services to DDA clients eligible under Title XIX programs in this agreement. Written documentation shall be available to DSHS on request.
- i. Reporting Abuse and Neglect: The Health District staff and its subcontractors who are mandated reporters under RCW 74.34.020(11) must comply with reporting requirements described in RCW 74.34.035, .040 and Chapter 26.44 RCW. If the Health District is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.
- j. Counties who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.
- k. The Health District staff who perform on-site evaluations of subcontractor work sites will promptly report to DSHS per DDA Policy 5.13, *Protection from Abuse: Mandatory Reporting*, if:
  - (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,
  - (2) If they have reason to suspect that sexual or physical assault of such a person has occurred, they shall also immediately report to the appropriate law enforcement agency.

**6. Duty to Disclose Business Transactions.**

- a. Pursuant to 42 CFR §455.104, The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. The person who authorized expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the Administration to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever this is a change in the staff holding these management positions [42 CFR 455.104 (c)(1)].

**7. Statement of Work:** The Health District shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively, the parties shall administer DD services within the Health District as set forth below:

- a. The DDA region shall:
  - (1) Review subcontractors and shall immediately notify the Health District of any disapproval of the subcontractors identified by the Health District;
  - (2) Inform and include the Health District in the discharge planning of individuals leaving institutions and returning to the community who will need program funding;
  - (3) Inform the Health District of individuals who have had their waiver status changed;

- (4) Work with the Health District when referring individuals for services;
- (5) Inform clients of service changes through Planned Action Notice(s);
- (6) Work with the Health District to document planned services in the Individual's Support Plan including notification of assessment dates;
- (7) Work with the Health District when terminating services;
- (8) Work with the Health District on Spending Plan adjustments; and
- (9) Work with the Health District in participating in on-site evaluation of direct service providers.

b. The Health District shall:

- (1) Work with the DDA Region when individuals are referred for services;
- (2) Work with the DDA Region to document planned services in the Individual's Support Plan;
- (3) Assist with informing the DDA Region of any potential service level changes not documented in the individual's DD Assessment prior to any changes;
- (4) Work with the DDA Region regarding service termination;
- (5) Work with the DDA Region on Spending Plan adjustments;
- (6) Inform the DDA Region of new providers to be included on the CMIS system;
- (7) Notify the DDA Region of any intent to terminate a subcontractor who is serving a DDA referral;
- (8) Provide a copy of each subcontractor's contract upon written request from the DDA Region; and
- (9) Notify and work with the DDA Region when performing on-site evaluations of direct service providers.

c. Compliance with BARS Policies: The Health District shall take any necessary and reasonable steps to comply with BARS.

d. The Health District shall comply with the following referenced documents found at DDA Internet site <https://www.dshs.wa.gov/dda/county-best-practices> under "Counties":

- (1) DDA Policy 4.11, County Services for Working Age Adults;
- (2) WAC 388-850, WAC 388-828, WAC 388-845-0001, 0030, 0205, 0210, 0215, 0220, 0600-0610, 1200-1210, 1400-1410, 2100, 2110;
- (3) Criteria for Evaluation;
- (4) County Guidelines; and
- (5) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. The County shall develop and submit a comprehensive plan for the County DD Services as required

by WAC 388-850-020.

- f. Conveyance of The Estimated Number of People to be Served and Targeted Outcomes: The County shall submit the Service Information Forms (SIF's) (provided by DDA at Internet site <https://www.dshs.wa.gov/dda/county-best-practices>) to indicate the estimated number of people to be served, targeted outcomes, and identified goal(s) that focus on quality improvement within the categories of Training, Community Information, Direct Client Services, and Other Activities within 30 days of execution of the Program Agreement. Once approved, the SIF outcomes may be modified only by mutual agreement of the Health District and the DDA Region.
- g. Solicitation for Qualified Employment and Day Program Service Providers: Requests for Information (RFI's) and/or Requests for Proposals (RFPs), Requests for Qualifications (RFQ's) for direct services will be issued at a minimum of once every four years for new providers. . If a client's needs cannot be met by the current qualified providers or there is a capacity issue, then the Health District shall issue an RFQ prior to the four year cycle.
- h. Qualified Providers: A qualified provider must be a county or an individual or agency contracted with a county or DDA. DDA contracts with Technical Assistance providers that maybe utilized by Counties with prior written approval.
- i. Subcontractors: The Health District will pass on all applicable contractual requirements that are between DDA and the Health District to the subcontractor. The Health District shall immediately notify the DDA Region of the Health District's intent to terminate a subcontractor who is serving a DDA referral.
- j. The Health District shall provide or contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:
  - (1) Monthly Community Access service 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.
    - (a) 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.
    - (b) 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.
    - (c) A client receiving Community Access services will not receive employment support simultaneously.
    - (d) A client receiving Community Access services may at any time choose to leave Community Access to pursue work and receive employment support.
  - (2) 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.

- (3) Prior to beginning service or prior to an expected change in service, the provider will clearly communicate to the client and the Health District 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.
  - (a) The client's DDA ISP is the driver for service. The CMIS County Service Authorization and updated Planned Rates information will not exceed the client's DDA ISP.
  - (b) The amount of service the client receives should match with the CMIS County Service Authorization and updated Planned Rates information
- (4) All clients will have an individualized plan to identify client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the client's individualized plan will be provided to their CRM, guardian and others as appropriate.
- (5) Semi-annual progress reports that describe the outcomes of activities will be provided by the provider or the Health District to the CRM, guardian and others as appropriate. The report will summarize the progress made towards the client's individualized goals.
- (6) All clients will be contacted by their service provider according to client need and at least once per month.
- (7) If clients in Individual Employment or Group Supported Employment have not obtained paid employment at minimum wage or better within **six (6) months**, the Health District will assure the following steps are taken:
  - (a) Review the progress toward employment goals;
  - (b) Provide evidence of consultation with the family/client; and
  - (c) Develop additional strategies with the family/client, Health District staff, 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(s).
- (8) If after twelve (12) months the client remains unemployed, an additional review will be conducted. The provider 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.
- (9) 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 the Health District issues prior written approval for the service provider to continue to provide long-term supports if needed
- (10) 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 service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided.

- (11) Employment and day services must adhere to the Home and Community Based settings requirements of 42CFR 441 530(a)(1), including:
  - (a) The setting is integrated in and supports full access to the greater community;
  - (b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;
  - (c) Provides opportunities to seek employment and work in competitive integrated settings; and
  - (d) 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.
- k. Quality Assurance and Service Evaluation: The Health District shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The Health District's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of such evaluation system shall be provided upon request to DDA for review and approval.
- l. On-Site Evaluation: The Health District shall evaluate and review services delivered to reasonably assure compliance and quality. The Health District shall conduct at least one on-site visit to each subcontractor during the biennium. The Health District shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDA upon request.
- m. The Health District shall work with local developmental disability advisory groups to plan for and coordinate services.
- n. The Health District shall participate in regularly scheduled bi-monthly meetings between Health District developmental disability staff and DDA staff to remain updated and current.
- o. CMIS Data System: The Health District shall use the CMIS data system for all billing requests, service provider address and phone number maintenance, evaluation dates and to provide employment outcome information.
  - (1) Monthly provide all data described in the Billing Instructions and in the Employment Outcomes Instructions incorporated by reference.
  - (2) Assure the integrity of data submitted to the State. When data is submitted and rejected due to errors or an error is later identified, the Health District will correct and resubmit the data within thirty days.

## **8. Consideration:**

- a. Health District Millage Funds: Per RCW 71.20.110, a Health District may elect to declare all or part of millage funds to the state of Washington, Department of Social and Health Services, for the purpose of obtaining federal matching funds to coordinate and provide community services for individuals with developmental disabilities. Millage funds that are matched with federal dollars

must comply with federal requirements. Counties electing to make such a declaration of Millage funds will:

- (1) Ensure that services provided using millage and matching funds meet HCBS Waiver requirements. Additionally, millage and matching funds shall not be used when the same services are paid for under the Rehabilitation Act of 1973 or Public Law 94-142.
- (2) Each Month complete a separate A-19 identifying the amount of total expenditures by category, the amount of millage contributed, and the expected amount of federal match. Additionally enter this information into AWA/ CARE Health District billing summary.
- (3) Submit a Local Match Certification (Exhibit C) with the final contract billing.

b. Fees:

- (1) Approval of fees is the responsibility of the DDA. The DDA Region reserves the right to approve fees/rates for the services being provided. The Health District will submit a fee/rate schedule with the initial Program Agreement. The Health District will submit updated fee/rate schedules to the DDA Region for approval as changes occur. The rate schedule will include the following information:
  - (a) Health District(s) name;
  - (b) Time period for which the schedule is applicable; and
  - (c) Each contracted direct service (IE, GSE, PVS, CA, ITA, CDS) and its associated rate.
- (2) Fee Limitations: The DDA will set limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four. The current rates are as follows:
  - (a) Employment services.
    - i. Individual Employment services will not exceed \$75.00/hour.
    - ii. Group Supported Employment services will not exceed \$65.00/hour.
    - iii. Prevocational services will not exceed \$55.00/hour.
  - (b) Community Access services will not exceed an hourly rate of \$35.00.
  - (c) Child Development services will not exceed a monthly rate of \$500.00.

c. Budget and Spending Plan, attached as Exhibit B:

- (1) Budget amount listed in Exhibit B: The Health District may not exceed the state only revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement included in Exhibit B. The waiver revenue dollar amount may be exceeded to accommodate clients moving from state-only employment and day services to waiver employment and day services.
- (2) Spending Plan: DDA will provide the initial Spending Plan. Funding shall be distributed under planned expenditures as well as allocated under State and Medicaid shall function as a line item budget for expenditures under this agreement. The planned expenditures for Consumer Support is based on client numbers as well as planned additional consumer services expenditures. The

spending plan may only be modified by mutual agreement of the parties in writing and shall not require a contract amendment.

- d. If a Health District provides Community Information and Education services under additional consumer services, then activities must include outreach efforts to federally recognized local tribes.
- e. Funds Designated for Adult Day Care Consumers: Funds designated for Adult Day Care Consumers are available to clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing. These clients may be referred to services defined in the statement of work, or to an Adult Day Care service other than Level II or III. If a client no longer needs and wants services, the funds are available for other clients who are not part of the group of original clients identified between December 1996 and 2003. An Adult Day Care service shall only be provided by Adult Day Care agencies certified by the local Area Agency on Aging. Adult Day Care service is not a waiver approved service.
- f. Exemptions: The DDA Assistant Secretary may approve in writing an exemption to a specific program agreement requirement.

## **9. Billing and Payment:**

- a. Program Agreement Budget: DSHS shall pay the Health District all allowable costs, which are defined by DDA as:
  - (1) Administration: Costs of the Health District Human Services Department or similar Health District office, responsible for administration of the Developmental Disabilities Program. Allowable costs include personnel and overhead costs directly related to the administration and coordination of the program, including such activities as program planning, budgeting, contracting, monitoring, and evaluation. Also included are departmental and Health District indirect and/or direct administrative costs, to the extent that such costs are appropriately allocated to the program using an established methodology consistent with grants management guidelines.
  - (2) Additional Consumer Services:
    - (a) Training:
      - i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.
      - ii. Board Training: Costs incurred by the program for planned, structured activities designed to provide, improve, or enhance program-related skills of board and advisory committee members.
    - (b) Community Information and Education: to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(c) Other Activities

- i. Infrastructure projects: Projects in support of clients (services not easily tracked back to a specific working age client) or that directly benefit a client(s) but the client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search."
- ii. Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.
- iii. Partnership project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn 21.

(3) Consumer Support

- (a) Adult Day Care services are available to clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.
- (b) Community Access services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized instead of employment support (Individual Employment, Group Supported Employment or Pre-Vocational services) for working age individuals who have received nine months of employment support, have not found a job and decide not to continue looking for work.
- (c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.
- (d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
- (e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services or pre-vocational services for individuals who have not yet achieved their employment goal.

- (f) Group Supported Employment services are a 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. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.
- b. Reimbursement for the Fiscal Year shall not exceed the total amount listed in Exhibit B to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.
- c. Monthly Invoice with Documentation: All requests for reimbursement amounts must be entered and posted into the CMIS system. The Contractor may post a combined claim of all programs/services covered by this agreement. DSHS shall make all payments due to the Contractor for all invoices submitted pursuant to this section within sixty (60) days following posting of required information.
- d. It is an expectation that all clients access DVR funding as a resource. Client services shall not be reimbursed under this Program 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.
- e. Reimbursement of Client Services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:
  - (1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.
  - (2) A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.
  - (3) A "Month" represents a minimum of one service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.
- f. Program Administration: The Health District will provide program administration and may bill for administrative costs as identified in Exhibit B. Administrative costs will not exceed 7% of the total combined allocation for Consumer Support and Other Consumer Support services unless millage has been declared or the Assistant Secretary of DDA approves a request for an exception under Chapter 388-850 WAC. Monthly claims for administrative costs will be 1/12 of the maximum Administration amount identified in Exhibit B.
- g. The Employment Phases & Billable Activities document defines the individual client services that DDA reimburses. That document is located on the DSHS DDA Health District Best Practices Web site at <http://www.dshs.wa.gov/ddd/counties.shtml>
- h. The Community Access Billable Activities document defines the individual client services DDA reimburses. That document is located on the DSHS DDA Health District Best Practices Web site at <http://www.dshs.wa.gov/ddd/counties.shtml>.
- i. Timeliness of and Modification to Billings: All initial invoices with documentation must be received by the DDA Region within sixty (60) calendar days following the last day of the month in which the

service is provided. Corrected invoices and documentation including re-posted billing information will be accepted throughout the fiscal year as long as they are received within sixty (60) calendar days of the associated fiscal year unless an extension is approved by the DDA Regional Administrator or designee. Payment will not be made on any invoice submitted past 60 calendar days after the Program Agreement fiscal year.

- j. Recovery of Fees: If the Health District bills and is paid fees for services that DSHS later finds were (a) not delivered or (b) not delivered in accordance with Program Agreement standards, DSHS shall recover the fees for those services and the Health District shall fully cooperate during the recovery.
- k. PASRR Administration: The Health District may bill for administration costs as identified in Exhibit B. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.

**10. Intermediate Care Facilities for Intellectual Disabilities (ICF/ID) Agreement.** If applicable per 42 CFR 483.410, the Health District shall assure that all Health District-operated or subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. DDA will supply to the Health District a list of ICF/ID residents who attend a day program.

**11. Single State Medicaid Agency—Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Health District only has responsibility for services covered in this agreement.

**12. DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDA is incorporated by reference. The Health District assures that it and its subcontractors have reviewed the Access Agreement. The agreement covers DRW's access to individuals with developmental disabilities, clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contracted services.

## **Provisions Specific to Health District Terms:**

### **1. Payment Provisions:**

- A. Consideration: The Health District will pay the Contractor consistent with the Direct Services Fee/Rate Schedule. The individual's placement in the Schedule will be based on the individual's demonstrated need and acuity level.
- B. General Payment Conditions: Payments shall be contingent upon receipt of all required reports. No payment shall be made under this Contract for any service rendered by the Contractor that is not identified within this Contract and approved for funding by the Health District. The Health District expressly reserves the right to withhold payment in whole or in part if:
  - 1) The Agency fails to submit all required documentation;
  - 2) In the Director's judgment, additional information is required to substantiate the basis upon which claims are made, provided the request for such information is consistent with the requirements of this Contract;
  - 3) Claims are inconsistent with the terms and conditions of this Contract; or

4) Claims are made later than 45 days after the end of the Contract.

C. Billing and Payment Procedures:

- 1) The Contractor shall claim service fees on an original signed Health District Invoice Voucher supported by the CMIS report in electronic format.
- 2) The Health District agrees, contingent upon the availability of funds, to pay Contractor claims approved by the Yakima Health District on the final warrant issue date of the month following the delivery of services if received by the cutoff dates set by the *CMIS Report Schedule*.

D. Duplicate Funding: The Contractor shall not bill for services to individuals if the same services are paid for under the Rehabilitation Act of 1973 (DVR), P.L. 94-142 (public Education), or any other source of public or private funding.

2. **Incident Report Tracking Process:**

- A. Incident reports shall be completed per contract.
- B. Health District Program Manager shall review each incident upon receipt and follow up as needed.
- C. Incidents shall be tracked on “Incident Report Tracking” spreadsheet.
- D. Incident report tracking shall be reviewed by program staff to analyze for potential trends and patterns.

## **Exhibit A – Data Security Requirements**

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

- E. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
- F. 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:
  - 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 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 is 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 contact.

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

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@dhs.wa.gov](mailto:dshsprivacyofficer@dhs.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.

**EXHIBIT B****YAKIMA COUNTY**

Department of Human Services—Development Disabilities Program

**DIRECT SERVICES RATE SCHEDULE**

Effective July 1, 2019 – June 30, 2020

**1. INDIVIDUAL SUPPORTED EMPLOYMENT (IE)**

Hourly Rates Based on Acuity level / Calculator/ Client's Assessment		
Rate Per Unit	Unit Rate	
Community Integrated Individual Activity	\$74.00	Hour

**2. GROUP SUPPORTED EMPLOYMENT (GSE)**

Hourly Rates Based on Acuity level / Calculator/ Client's Assessment		
Rate Per Unit	Unit Rate	
Group Site Training	\$65.00	Hour
Community Integrated Individual Activity	\$65.00	

**3. COMMUNITY INCLUSION (CI)**

Hourly Rates Based on Acuity level / Calculator/ Client's Assessment		
Rate Per Unit	Unit Rate	
	\$34.00	Hour

**4. Child Development Services (CDS)**

Hourly Rates Based on Acuity level / Calculator/ Client's Assessment		
Rate Per Unit	Unit Rate	
	\$280.00	Month

**Service Unit Definitions:** Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

- a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or
- b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.
- c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

## CRITERIA FOR ALL SERVICES

### A. **SERVICES ACCORDING TO INDIVIDUAL NEED** -- The service provider documents:

1. That services the participant is receiving relate to the participant's Individual Habilitation Plan (IHP) (ICF/MR), Individual Service Plan (ISP), DDA Assessment including the Individual Support Plan (ISP) and/or Individualized Family Service Plan (IFSP).
2. A copy of the current ISP and DDA Assessment and/or IFSP if applicable, will be maintained in the participant's file.
3. There is a Health District approved grievance process for participants that:
  - a) Is explained to participants and others in accordance with DDA Policy 5.02, *Necessary Supplemental Accommodation*;
  - b) Negotiates conflicts;
  - c) Advocates are available and participants are encouraged to bring advocates to help negotiate;
  - d) Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);
  - e) Prohibits retaliation for using the grievance process
  - f) Includes a process for tracking and reporting grievances.
4. Participants and others, in accordance with DDA Policy 5.06 have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the participant's family, guardian or advocate is also informed.

### B. **HEALTH AND SAFETY** -- The service provider has a policy that addresses confidentiality / private information for and documents:

1. Incidents involving injury, health or safety issues are immediately reported to DDA Central Office and the Health District (reference DDA Policy 6.08, *Mandatory Reporting Requirements for Employment and Day Program Services Providers*).
2. Incident reports are tracked and analyzed for potential trends and patterns.
3. Mandatory reporting is done in accordance with Chapter 74.34 RCW, *Abuse of Vulnerable Adults* and Chapter 26.44 RCW, *Abuse of Children*.
4. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each participant.

### C. **POLICIES PROTECTING INDIVIDUAL RIGHTS** -- The service provider has policies that protect individual rights that include but are not limited to ensuring:

1. Respectful staff-to-client interactions;

2. A person's right to be treated with dignity, respect and free of abuse;
3. A person's right to privacy; and
4. Safeguarding personal information.

**D. ORGANIZATIONAL DESIGN** -- The service provider documents:

1. A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance.
2. The agency assures all direct service staff is trained in accordance with DDA Policy 6.13 and that training is documented.
3. That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles “GAAP” including if the agency, for-profit or non-profit, receives in excess of \$75,000 in DDA funds during its fiscal year from the Health District, it shall provide Certified Public Accountant reviewed or audited financial statements within nine months subsequent to the close of the subcontractor’s fiscal year.
4. An administrative/organizational structure that clearly defines responsibilities.
5. Each employee has a current (within three years), satisfactory background check which has been completed by the DSHS Background Check Central Unit (BCCU) in accordance with RCW 43.43.830-845 and RCW 74.15.030. Child Development service providers may submit their background checks directly to the BCCU at DSHS, or they may submit the background checks to the Department of Early Learning, for processing by the DSHS BCCU.
6. Evidence that it employs typical safety protection based upon the environment the participant is working or receiving services in.
7. Assures equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, *Limited English Proficient (LEP) Clients*).

## CRITERIA FOR SPECIFIC SERVICES

E. **CHILD DEVELOPMENT SERVICES (Birth to Three)** -- The Health District evaluates, in collaboration with the Local Lead Agency, that service providers document:

1. The child and family received timely services. Services are considered timely if they begin within 30 days of the start date on the signed IFSP unless documented that there was an exceptional family circumstance.).
2. Services are in compliance with the natural environments criteria for IDEA, Part C and Washington State's federally approved Early Intervention Plan.
3. Training, experience, and expertise of staff meet the highest entry level requirements in Washington State for Early Intervention professionals and relate to the needs of the participants.
4. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) was conducted within 45 days of receipt of referral. (Referral is defined as the date the family resources coordinator or lead agency received referral.
5. The family was assisted to ensure the child obtained an evaluation by a multidisciplinary team.
6. Contractor received from the parent, in writing, consent for all activities related to the provision of Early Intervention Services in the family's native language or other mode of communication.
7. The IFSP was reviewed every six months with a new plan written annually.
8. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.
9. Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family. Child specific outcomes reflect the child's participation in everyday routines and activities. Family specific outcomes address the capacity of the family to enhance their child's development.
10. Services and supports were provided, to the maximum extent appropriate for the individual child, in naturally occurring environments and occurs in a setting other than a natural environment only when early intervention cannot be achieved satisfactorily for an infant or toddler in a natural environment.
11. A transition plan for each child participating in the early intervention program was developed at least 90 days prior to the child's third birthday.

**F. ALL EMPLOYMENT SERVICES** -- The service provider documents:

1. Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All employment plans should address how the participant will pursue and maintain a community job, increased wages, and increased work hours towards a living wage.
  - a. Current date;
  - b. Time line for the plan;
  - c. Participant's name first and last;
  - d. Participant ADSA ID;
  - e. Employment goal:
    - 1) The preferred (job type) the participant wishes to obtain or maintain;
    - 2) The preferred wages/salary the participant wishes to earn;
    - 3) The number of hours the participant prefers to work;
    - 4) The agreed upon time line to achieve the employment goal.
  - f. The participant's skills, gifts, interests and preferred activities;
  - g. Measurable strategies and time lines (action steps and supports) to meet the employment goal;
  - h. Identification of persons and/or entities available to assist the participant in reaching his/her employment goal (example: a family member, Vocational Rehabilitation services, etc.); and
  - i. Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.
2. All services relate to the participant's individually identified goal(s) as outlined in the employment plan.
3. The identification and provision of supports necessary for job success have been provided to each participant. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.
4. Employment service activity and the outcome of those activities in the participant's progress reports.
5. Six month progress reports describing the progress made towards achieving participant's goal will be provided by the service provider to the Case Resource Manager, participant, and/or guardian if any within 30 days following the six month period.
6. Training and support is provided as a part of an individual's pathway to integrated employment in accordance with DDA Policy 4.11, *County Services for Working Age Adults*.
7. Information about wages, productivity, benefits, and work hours for each participant.
8. Progress in achieving increased wages and work hours for each participant.
9. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441 530(a)(1) including: is integrated in the greater community and supports individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities

to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports; and who provides them.

10. 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.

**G. GROUP SUPPORTED EMPLOYMENT--** The service provider documents:

1. Individuals participating in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community
2. The direct service staff hours supporting the group.

**H. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES--** The service provider documents:

1. Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained. This also includes the development of natural supports
2. Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.
3. State-adopted, self-employment guidelines are followed for any individual who owns and operates a business. In addition, at minimum, any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

**I. 568.67 COMMUNITY ACCESS SERVICES --** The service provider documents:

1. Adult Community Access plans will include information that identifies and addresses the individualized goal and support needs for each participant. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, participant and his or her family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the participant and/or his or her guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:
  - a) Current date;
  - b) Time line for the Plan
  - c) Client's name first and last;
  - d) Client ADSA ID;
  - e) The client's skills, gifts, interests, and preferred activities.
  - f) The Community Access goal. The goal need to relate to one or more of the following (per the Health District Guidelines):

1. Identify integrated community places where the individual's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.
2. Identify typical community clubs, associations, and organizations where the individual can be a member and have decision making capacities.
3. Identify opportunities where the individual can contribute to the community doing new and interesting things or things the individual enjoys.
4. Building and strengthening relationships between family members and members of the local community who are not paid to be with the person.

g) The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & advocacy);

h) Measurable strategies and time lines (action steps and supports) to meet the goal.

i) Identification of persons and/or entities available to assist the individual in reaching his or her long term goal.

j) Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.

2. All services relate to the participant's individually identified goal(s) as outlined in their plan.
3. Each individual is assisted to participate in typical and integrated activities, events and organizations in the individual's neighborhood or local community in ways similar to others of same age.
4. Each participant is assisted to take part in activities on an individualized basis.
5. The opportunity is provided for connection and relationship building between the participant and people without disabilities who are not paid to provide services to the participant.
6. Volunteer opportunities comply with -U.S. Department of Labor standards (<http://www.dol.gov/opa/aboutdol/lawsprog.htm>) and applicable state standards.
7. Service activity and the outcome of those activities are documented in the participant's progress reports.
8. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42CFR 441.530(a)(1) including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings.

## Understanding Pathways to Employment Services Activities and Outcomes

### **A. Pathway to employment service definitions**

- **Outcome:** The outcome for pathway to employment services is always paid employment and/or self-employment. Client activity outcomes are described in the Strategies and Progress / Outcome Measures
- **Phase:** Describes the general stage along an individual's pathway toward individual community employment at minimum wage or better.
- **Element:** A component of the employment phase that organizes activities into related tasks and strategies.
- **Activity:** Reportable service activities within each element that directly benefit the client and support the employment goals within the individual employment plan. Employment activities may take place with the client present or on behalf of the client when he or she is not present.

### **B. Reference Documents**

- 1. Employment Phases and Billable Activities:** This document describes different phases a client in employment services may experience, and the associated service strategies and activities the client might expect. As the process for obtaining paid employment is individualized, the phases do not assume a linear process requiring all elements.

The document also defines what activities may be billed by employment providers and the billing category under which those hours should be reported.

The expectation is that all hours reported are documented specific to the client authorized and relate to the goals and supports outlined within the client's Individual Employment Plan.

- 2. Employment Activities - Strategies and Progress / Outcome Measures:** This document puts the elements and activities of the employment phases into the context of assessment and accountability. It assists in answering the question "How can we assess whether or not progress has occurred for the service strategies employed on behalf of the client?" This document will be incorporated by reference within the July 1, 2011 contract with Counties and should be used as a tool for provider assessment and monitoring.

## Employment Phases & Billable Activities

Phase / Intake	Phase II Marketing / Job Development	Phase III Job Coaching / Job Support	Other Staff Hours
<b>Intake</b>	<ul style="list-style-type: none"> <li>Meeting with individual, family and/or other support persons</li> <li>Provide system overview including services and funding</li> <li>Complete initial paperwork including intake assessment</li> <li>Collect individuals history/information/ records from other sources</li> <li>Explore resources from: <ul style="list-style-type: none"> <li>Division of Vocational Rehabilitation (DVR)</li> <li>Social Security Administration</li> <li>Mental Health (MH)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Conduct labor market analysis</li> <li>Network</li> <li>Target / Research Employer</li> <li>Develop relationship with employer</li> <li>Educate employer - benefits to employee individual, clarify roles, outline expectation, etc.</li> <li>Evaluate employment site, provide proposal to employer and secure commitment.</li> <li>Complete job/task analysis</li> <li>Identify natural supports</li> <li>Identify potential obstacles</li> <li>Negotiate job start</li> <li>Assist with interview process</li> <li>Job replacement / change</li> <li>Customize job / job carving</li> <li>Match the employment opportunity to the interest, strengths, and skills of the individual.</li> </ul>	<p><b>Retention / Follow Along</b></p> <ul style="list-style-type: none"> <li>Advancement</li> <li>Periodic on-site visits</li> <li>Communication upkeep and relationship expansion/continuation</li> <li>Quality assurance - monitoring</li> <li>Problem recognition / resolution</li> <li>Job modifications - new job tasks - re-training</li> <li>Business monitoring change - staff/co-worker re-training etc.</li> <li>Advocating - advancement opportunity, increased benefits, and/or more hours</li> <li>Update employment plans</li> </ul>
<b>Discovery</b>	<ul style="list-style-type: none"> <li>Identify what are job interests</li> <li>Conduct an assessment - skills inventory</li> <li>Spot potential obstacles and probable remedies</li> <li>Consider current job market compared to individuals desired job(s)</li> <li>Develop plan including: <ul style="list-style-type: none"> <li>Goals</li> <li>Methods</li> <li>Strategies</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Assessment - development supports to maintain independence - i.e. jigs, checklist etc.</li> <li>Coordinate with: transportation and individuals home site schedule</li> <li>New hire orientation / testing</li> <li>Provide intensive onsite instruction / education <ul style="list-style-type: none"> <li>To the individual</li> <li>To the co-workers</li> <li>To the supervisor</li> </ul> </li> <li>Develop natural supports</li> <li>Continuous evaluation - modifying job-site, task, and supports an necessary</li> <li>Advocating / problem solving / crisis management</li> <li>Identify stabilization</li> <li>Develop fade schedule</li> <li>Continuous communication- families, and the employer</li> <li>Coordinate referrals to community resources and case management</li> <li>Develop follow-up support plan</li> </ul>	<p><b>1. Record Keeping (without client present), reported under recordkeeping.</b></p> <p><b>2. Recordkeeping (with client present) All recordkeeping that occurs with the client present, will be reported under the associated phase.</b></p> <p><b>3. Travel to client work and service sites by direct service staff will be reported under the associated phase.</b></p>
<b>Assessment</b>	<ul style="list-style-type: none"> <li>Sample various work sites - tours</li> <li>• Trial work experience</li> <li>• Job shadow <ul style="list-style-type: none"> <li>○ Volunteer position</li> <li>○ Adaptive technology planning</li> </ul> </li> </ul>		
<b>Job Prep</b>	<ul style="list-style-type: none"> <li>Travel training</li> <li>Interview skills</li> <li>Grooming / hygiene / professional appearance</li> <li>Teach self advocacy</li> <li>Assistance obtaining required job items - i.e. food handlers' permit, First Aid card etc.</li> <li>Develop portfolio / resume</li> <li>• Apprise of job clubs</li> </ul>		

## Employment Activities – Strategies & Progress / Outcome Measures

*The outcome for a pathway is always paid employment and/or self employment. The process for obtaining employment is individualized; therefore this information does not indicate a linear process requiring all elements.*

ELEMENTS IN PHASES	TOOLS & STRATEGIES	PROGRESS MEASURES
Intake	<ul style="list-style-type: none"> <li>• Interview job seeker and family</li> <li>• Provide system overview including services and funding</li> <li>• Provide and explain participant handbook</li> <li>• Collect initial paperwork and documents/records/history/information</li> <li>• Collect Social Security information</li> <li>• Provide documentation on rights and responsibilities</li> <li>• Collect release of information</li> <li>• Resource connections (DVR/DDD, SSA, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• An informed and knowledgeable job seeker and a supportive family with the knowledge of system/agency/supports and an understanding of rights and responsibilities.</li> <li>• A shared understanding of all roles and responsibilities.</li> <li>• Preliminary Benefits Analysis completed.</li> <li>• DVR funding is secured as needed.</li> </ul>
Discovery*	<ul style="list-style-type: none"> <li>• Identify job interests</li> <li>• Interview the person, family, friends, neighbors, teachers and others recommended by the individual/family</li> <li>• Develop a Circle of Support if necessary for the job seeker</li> <li>• Observe the individual in different community and home settings including familiar and unfamiliar venues</li> <li>• Conduct activities that change the time/place/people/environment/supports to</li> </ul>	<ul style="list-style-type: none"> <li>• An employment profile that includes an employment goal, a direction for job development, and a list of specific tasks the individual can perform competitively (goals, methods, strategies).</li> <li>• A list of employment sites in the community that may match the job seekers employment goal.</li> <li>• An employment goal that meets the job seekers skills, talents and interests and fits a market need.</li> </ul>

ELEMENTS IN PHASES	TOOLS & STRATEGIES	PROGRESS MEASURES
		<ul style="list-style-type: none"> <li>• A plan that includes timelines, preferences, potential contributions of the job seeker, responsibilities for the circle of supports members.</li> <li>• Routine (quarterly) review of status/progress toward goals and objectives and update/evaluate next steps.</li> </ul>
<b>Assessment</b> <ul style="list-style-type: none"> <li>• Develop Community based assessment sites or volunteer positions</li> <li>• Support the job seeker on the site in orientation/training</li> <li>• Vocational intake Conduct Person Centered Planning</li> <li>• Develop an employment plan</li> <li>• Develop an assistive technology plan</li> <li>• Develop and implement Trial Work Experiences (TWE) that give the job seeker a limited experience in a job to test out preferences, skills, and support needs</li> </ul>	<ul style="list-style-type: none"> <li>• An assessment report that describes: <ul style="list-style-type: none"> <li>◦ Current level of performance in a specific job environment,</li> <li>◦ Learning and performance characteristics;</li> <li>◦ Preferences; and</li> <li>◦ Supports and accommodations necessary.</li> </ul> </li> <li>• Summary information on potential needs for accessibility, assistance, technology and /or personal assistance in the workplace;</li> <li>• Behavioral challenges and strategies to reduce the likelihood of the behavior occurring;</li> <li>• Habits, routines and idiosyncrasies;</li> <li>• Degree of supports likely to be needed; and</li> <li>• Type and amount of negotiation likely to be needed.</li> </ul>	
<b>Job Preparation</b> <ul style="list-style-type: none"> <li>• Conduct travel training</li> <li>• Teach and have job seeker practice interviewing skills</li> <li>• Assist in obtaining required items i.e. food handler's card, first aid card etc.</li> <li>• Portfolio/resume development</li> <li>• Complete employment applications</li> </ul>		<ul style="list-style-type: none"> <li>• A resume/video/portfolio is developed.</li> <li>• Job seeker is using public transportation or has developed private transportation.</li> <li>• A job seeker who has had practice in interviewing.</li> <li>• The job seeker has the information at hand to create a job application.</li> </ul>

ELEMENTS IN PHASES	TOOLS & STRATEGIES	PROGRESS MEASURES
<b>Marketing/ Job Development *</b>	<ul style="list-style-type: none"> <li>• Develop a rough draft for an application</li> <li>• Develop marketing tools</li> <li>• Conduct labor market analysis</li> <li>• Research/target employers</li> <li>• Conduct tours of business of interest</li> <li>• Develop and present environmental analysis of targeted businesses</li> <li>• Develop and implement targeted employer presentations</li> <li>• Network</li> <li>• Conduct informational interviews</li> <li>• Introduce and market the individual</li> <li>• Educate employers/benefits to employee/business/outline expectations</li> <li>• Evaluate employment site /present proposal to employer</li> <li>• Negotiate with employer</li> <li>• Identify potential natural supports</li> <li>• Assist with interview or working interview</li> <li>• Customize the job by negotiating hours, tasks, wages, accommodations</li> </ul>	<ul style="list-style-type: none"> <li>• Specific goals for marketing and individualized job development are outlined in the individuals' career path plan.</li> <li>• There are marketing tools (i.e. employment proposal) that are appropriate to the job seeker and the business.</li> <li>• Research has been completed for several companies that match the job seeker's skills and preferences.</li> <li>• A relationship has been developed within an appropriate business.</li> <li>• A workplace analysis defining employer needs has been completed.</li> <li>• An employment offer that meets the needs and preferences of the employer and the job seeker.</li> <li>• A satisfying job match that meets employee and employer needs and wants.</li> </ul>
<b>Job Coaching Intensive on-the-job-supports *</b>		<ul style="list-style-type: none"> <li>• Public or private transportation is secured.</li> <li>• A job description is created that the new employee can be expected to perform.</li> <li>• A new employee who has been oriented to the job and has supports/assistive-technology/information and the structure to complete the job either with or without long orientation</li> </ul>

ELEMENTS IN PHASES	TOOLS & STRATEGIES	PROGRESS MEASURES
	<ul style="list-style-type: none"> <li>Provide safety/emergency info sheets to employer and safety protocol discussed with employee</li> <li>Provide Job Coaching and training for the individual, co-workers, supervisors</li> <li>Develop natural supports with co-workers</li> <li>Benefits Analysis (contacting SSI)</li> <li>Develop supports to maintain independence i.e. jigs, checklist, pictorial job map/description</li> <li>Maintain continuous communication with the family, employee, employer</li> <li>Maintain continuous evaluation-modifying job-site tasks and supports as necessary</li> <li>Develop natural supports</li> <li>Develop fading plan</li> <li>Identify stabilization</li> <li>Develop follow-up support plan</li> </ul>	<ul style="list-style-type: none"> <li>term supports.</li> <li>An informed/trained staff in the new employee's company including a supervisor, co-workers and a/o" contact person that can answer questions on the job for the new employee and know who to contact for outside supports.</li> <li>Co-worker(s) that will assume a 'natural support" relationship with the new employee.</li> <li>A fading plan is in place with strategies/natural supports and contacts.</li> <li>The new employee has reached "stabilization" and funding is switched from DVR to long term funding source.</li> <li>A follow-up support plan is in place.</li> </ul>
<b>Retention - Maintaining Employment</b>	<ul style="list-style-type: none"> <li>Check in with manager and employee periodically or as needed</li> <li>Provide additional job training for either the new employee or for the co-workers and supervisors</li> <li>Conduct problem recognition/solve communication and/or work or life challenges</li> <li>Advocate for higher wages, hours and increased responsibilities and advanced career opportunities</li> <li>Evaluate biannually (minimum) the</li> </ul>	<ul style="list-style-type: none"> <li>Stable employment and /or advancement on a career path.</li> <li>An employer feedback system that evaluates both the employee and the support system.</li> <li>Solid communication loops and expectations with employee, employer, family and others are in place as needed.</li> </ul>

ELEMENTS IN PHASES	TOOLS & STRATEGIES	PROGRESS MEASURES
	<ul style="list-style-type: none"> <li>employment plan</li> <li>Develop employer evaluation and use for feedback loops to program improvement</li> <li>Modify job-add tasks-provide additional training support as necessary</li> <li>Continue to build on the employer relationship</li> <li>Maintain communication with family/home site</li> <li>Assess use of Work Incentives such as PASS, IRWE</li> </ul>	
<b>Record Keeping</b>	<ul style="list-style-type: none"> <li>Maintain files/records</li> <li>Produce ongoing case notes. Write billing reports for public funders</li> <li>Create skills assessment reports and recommendations</li> <li>Document objective observation</li> <li>Develop measurable outcome based, individualized plans</li> <li>Manage data and information required for contractual requirements</li> <li>Completing reports (DVR, DDD)</li> </ul>	<ul style="list-style-type: none"> <li>There is a complete record of the employee which includes signed and dated plans, progress reports, Incident reports, employer satisfaction survey, wage, hours, employer information, contacts, and feedback from the employee.</li> <li>Information and data is documented accurately and comprehensively to be able to see measured progress towards reaching ones individual full work potential.</li> <li>Required documentation for funders is thorough, comprehensive and fulfills all contractual requirements.</li> <li>Information for accreditation agencies and other stakeholders is satisfactory and accessible.</li> </ul>

## GLOSSARY

**\*The Discovery Process**

The discovery process is defined as the time prior to job development that occurred for the individuals for whom creating a vocational goal requires intensive individualized efforts to identify a task or tasks the individual could perform at competitive levels as well as other prerequisite information necessary to ensure employment success such as assistive technology needs, environmental supports, and additional support needs that traditional assessments do not provide. The discovery process includes interviewing those who know the individual, observing the individual in different community and home settings that change the time/place/people/environment/supports to learn more about the job seeker in different ways. Multiple trial work experiences that give the job seeker a limited experience in a job to test out preferences, skills, and support needs also provide a mechanism to identify appropriate environmental and support needs as well as identify tasks in which the individual may be competitively employed. **This process generally lasts 2-3 months.** Discovery may be extended if a job task(s) is not identified. Discovery may also be re-entered if the vocational goal identified became outmoded according to market needs or new information is learned about the participant or market that requires intensive investigation. Often volunteer situations are used to give the job seeker some additional time to learn about work culture and to learn more difficult tasks. Volunteer situations are limited to non-profits where others also may volunteer. The Department of Labor has rules that prohibit for profit business from gaining from volunteer work. Should discovery be extended, a review of the status and progress towards the individuals goals and objectives should occur quarterly. During the review process barriers to identifying competitive tasks should be identified and specific, time-limited and measurable actions to overcome the barriers should be created. Volunteer positions during discovery are time-limited and outcome-based. Discovery is complete once a potentially competitive task or set of tasks are identified and an employment profile can be completed. The discovery process will result in an employment profile that includes: an employment goal, list of specific tasks the individual can perform competitively and job development plan. The outcome is documented information regarding the job seeker's: interests; strengths; environments that would foster success, activities, and learning modalities in which the job seeker is at best; types and methods of effective supports; assistive technology needs; Accessibility needs; and present level of performance, employment activities, what was learned by the agency staff and the person and how it contributed toward an employment goal.

**\* Employment Assessments** Employment Assessments are short term interventions often requested by the Division of Vocational Rehabilitation used when the agency does not know the participant well or doesn't know the ideal conditions of employment or supports for that individual. These assessments must follow Department of Labor rules/timelines.

**\*Job Development** The time lines for job development are dependent on a wide set of variables as is job seeking for any other individual. The general state of the economy, types of jobs available, the talents, personality, skills, tasks sets of the individual, the extent of the geographic range open to the person, preferences/ability to work in different environments, transportation available, the accessibility needs/availability and of course the willingness of the employer to hire the individual. It is also dependent on the job experiences of the individual and the choices acceptable to the job seeker and family.

**Circles of Support** A support network of professionals, friends, family, neighbors and others who agree to commit themselves to assisting an individual reach a specific goal often paid employment. Each person agrees to be responsible for part of the plan.

## **Employment Activities: Values and Critical Success Factors**

The following is offered to support and clarify the intent of both service design and funding parameters associated with providing employment supports within county contracted services.

**Services are individually plan driven.** Every person experiences a planning process that is inclusive, relevant, timely and documented. The key measures of success should be considered individually and gauged by the content of their plan. A plan in this context refers to the actual process used to generate employment as an outcome. It may be viewed as an employment specific, sub-component of a larger, life-wide support plan, such as a plan of care or Individual Services Plan conducted by DDD.

**Services are rate supported.** There is a logical relationship between the services delivered contractually and the funding support provided by the contract according to each individual's plan.

**Services are progress oriented.** Contract language should reflect and assume a process of continuous achievement. Review points should be clearly in place to determine the relevancy of service approaches and/or needed revisions and strategies to the individual's plan. This is not meant to indicate that services are linear in nature, rather a toolbox of options available, targeted toward the ultimate goal of employment.

**Services embrace design flexibility.** Each person's path and means of obtaining employment may legitimately look different. While best practices and prudent contract oversight should be in place, care must be taken not to over-standardize or immobilize the creative process. Some individuals have no or little experience in the community, or the provider may need to find out more about an individual and may need to see that individual performing in several different environments. That may affect the timelines or the strategies used. Employment also includes the elements of the specific job, business and employer community. This requires a focus on meeting the needs of employers, as well as on the individual with developmental disabilities.

**Services and contract guidelines are user friendly.** Service dollars are administered in ways that make sense and minimize administrative burden. Simple legislation of outcomes would be too simplistic to account for the significant differences in skills, learning times, individual preferences, the job market and complexity of the job. Mandating that each individual must use each tool or strategy in sequence could mean that some individuals are over-supported (as they do not need to experience every strategy or tool) and others are not supported enough to accommodate their specific needs, timelines and preferences.

To foster maximum customization, simplification of the contracting system, and in all probability better outcomes, it may be beneficial to de-categorize services and eradicate the service definitions that now artificially categorize groups of people as needing a specific service. We can then assume that everyone in employment services needs a 'pathway to employment' based on that individual's needs, preferences, current situation and future employment goals.

**Services reflect the existence of both output and outcome.** Inherent in the provision of employment services, are both the strategies that are more difficult to see and measure, such as job development, as well as solid outcomes, such as job starts, wages, hours, and job retention. All are critical components of a healthy system. Individuals being served possess a wide range of support needs, from minimal to intense and the tools, strategies, methods, timelines and outcomes for each participant would be delivered according to that person's needs and goals.