

2019

Skagit County  
Developmental  
Disabilities

# Employment & Community Access Services



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## 1.0 PURPOSE

The Skagit County Public Health Developmental Disabilities Program currently contracts to provide Pathway to Employment and Community Inclusion Services for clients of the Washington State Department of Social and Health Services, Developmental Disabilities Administration (DSHS/DDA)

The purpose of this program implementation guide is to provide an overview of County service policies, procedures, and requirements related to the implementation of County-funded employment and community inclusion services.

The requirements outlined in this guide, and those contained in the attached contract, will provide the basis for contract compliance reviews. All references to DSHS/DDA policy may be found online at <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>

## 2.0 MODIFICATION

This guide provides a summary of State and County policy, procedures, and references applicable to State and Federal laws. The implementation guide may be amended or updated with prior notification by the County and agreement from County-contracted providers. A contract amendment is not required.

## 3.0 DEFINITIONS OF TERMS

|                  |   |
|------------------|---|
| Acuity Level:    | The level of an individual's abilities and needs as determined through the DDA assessment   |
| ADSA:            | Aging & Disability Services Administration  |
| Authorized User: | An individual with an authorized business requirement to access DSHS Confidential Information   |
| CMIS:            | Case Management Information System  |
| Client:          | An individual with a developmental disability, authorized for service by the Washington State Department of Social and Health Services, Developmental Disabilities Administration |
| Confidential:    | Information that is exempt from disclosure to the public or other   |
| Information:     | Unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential information includes, but is not limited to personal information.                       |
| Contractor:      | A Provider that delivers specified services under contract with the Skagit County Public Health and Community Services, Developmental Disabilities Program                        |
| CRM:             | DDA Case Resource Manager   |
| CSA:             | County Service Authorization  |

|                       |   |
|-----------------------|---|
| DDA:                  | Department of Social and Health Services, Developmental Disabilities Administration.  |
| DSHS:                 | Washington State Department of Social and Health Services   |
| DVR:                  | DSHS, Division of Vocational Rehabilitation   |
| 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.   |
| Hardened Password:    | 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.   |
| IRWE:                 | Impairment-Related Work Expense, a Social Security Work Incentives program  |
| ISP:                  | Individual Support Plan; a document that authorizes and identifies the DDA paid services to meet a client’s assessed needs.   |
| PASS:                 | Plan for Achieving Self-Support, a Social Security Work Incentives program  |
| PASRR:                | Pre-Admission Screening and Resident Review   |
| PCSP:                 | Person Centered Service Plan is a documented plan that authorizes and identifies the DDA paid services to meet a Client’s assessed needs.   |
| Personal Information: | Information identifiable to the person, including but not limited to information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services, address, telephone number, social security number, driver’s license number, financial identifiers or other identifying numbers.                           |
| Physically Secure:    | Access is restricted through physical means to authorized individuals only.   |
| Quality Assurance:    | Adherence to all Program Agreement requirements, including DDA Policy 6.13, Employment/Day Program Provider Qualification, County Guide to Achieve Developmental Disabilities Administration’s Guiding Values, DDA Guiding Values, and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice. |

|                      |   |
|----------------------|---|
| Quality Improvement: | A focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.   |
| RCW:                 | Revised Code of Washington  |
| Secured Area:        | An area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.   |
| Trusted Systems:     | Includes 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. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network. |
| Unique User ID:      | 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.   |
| WAC:                 | Washington Administrative Code  |

#### **4.0 APPLICABLE POLICIES, LAWS, & REGULATIONS**

The Contractor will provide employment and community inclusion services to persons determined eligible by DSHS/DDA in accordance with the following policies, laws, and regulations and will comply with all applicable federal state and local laws, rules, and regulations in implementing this contract.

##### **A. Federal Law**

- ❖ Americans with Disabilities Act (ADA) (<http://www.usdoj.gov/crt/ada/adahom1.htm>)
- ❖ Individuals with Disabilities Education Act (IDEA) (<http://idea.ed.gov/>)
- ❖ Fair Labor Standards Act (FLSA) (<http://www.dol.gov/whd/flsa/>)
- ❖ Rehabilitation Act of 1973 (<http://www.ed.gov/policy/speced/reg/narrative.html>)
- ❖ Home and Community-based Settings <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Long-Term-Services-and-Supports/Home-and-Community-Based-Services/Home-and-Community-Based-Services.html>

**B. Revised Code of Washington**

|                 |   |
|-----------------|---|
| 26.44           | Abuse of Children                         |
| 39.12.022       | Exception to prevailing rate              |
| 42.56           | Public Records Act                        |
| 43.43.830 - 845 | Background Checks                         |
| 49.17           | Washington Industrial Safety & Health Act |
| 71A.14.070      | Confidentiality of Information, Oath      |
| 74.15.030       | Background Checks                         |
| 74.34           | Abuse of Vulnerable Adults                |

**C. Washington Administrative Code**

|                              |   |
|------------------------------|---|
| 296-24                       | General Safety & Health                                 |
| 296-62                       | General Occupational Health Standards                   |
| 299-227                      | Sub Prevailing Wage Certificate                         |
| 388-823                      | Developmental Disabilities Administration Eligibility   |
| 388-825                      | Developmental Disabilities Administration Service Rules |
| 388-845                      | Home and Community Based Waivers                        |
| <a href="#">388-828-9200</a> | Employment Acuity Score                                 |
| 388-828-9325                 | Employment Service Level                                |
| 388-828-9300                 | Community Access Service Level                          |
| 388-850:                     | Program Operations, General provisions                  |
| 388-06                       | Background Checks                                       |
| 388-845                      | HCBS Waiver definitions                                 |

**D. DDA Policies ( <https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual> )**

|                      |   |
|----------------------|---|
| <a href="#">4.11</a> | <a href="#">Working Age Adults Policy</a> |
| 5.01                 | Background Authorizations                 |
| 5.03                 | Client Complaints                         |
| 5.06                 | Client Rights                             |
| 5.13                 | Protection from Abuse                     |
| 5.14                 | Positive Behavior Supports                |
| 5.15                 | Use of Restrictive Procedures             |

|      |   |
|------|---|
| 5.17 | Physical/Manual Intervention Techniques |
| 6.08 | Mandatory Reporting                     |
| 6.13 | Day Program Provider Qualifications     |
| 9.07 | HIV/AIDS                                |

**E. County Guidelines**

Please see

[https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)

**F. County Criteria for Evaluation**

Please see Counties Best Practices website, Administrative Reference Section:

<https://www.dshs.wa.gov/dda/county-best-practices>

## **5.0 ORDER OF PRECEDENCE**

In the event of any inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order to:

- A. Applicable federal, state, and local law, regulations, rules, and ordinances
- B. This agreement
- C. Any document incorporated in the Agreement by reference

## **6.0 HEALTH, SAFETY, & INDIVIDUAL RIGHTS**

### **6.1 Background Checks**

The Contractor is required to conduct criminal background checks on persons who may have unsupervised access to individuals with developmental disabilities.

The Contractor will ensure that:

- The criminal background clearance is completed in line with timelines and requirements outlined in DSHS/DDA policy 5.01 *Background Authorizations*
- The criminal background clearance is completed every three years for all employees, interns, and/or volunteers who may have unsupervised access to vulnerable clients
- Individuals who have resided less than three (3) consecutive years in Washington State must be fingerprinted so that an FBI criminal history may be completed.
- Initial background checks are completed before hiring.
- Applicant's information provided on the form is verified through photo identification such as driver's license, passport, tribal ID, etc.

The Contractor will make available upon request by the County proof of satisfactory background check clearance, free of disqualifying convictions from the DSHS Background Check Unit (BCCU), for each employee, subcontractor, intern, and/or volunteer involved with the provision of services specified in this Agreement. If an employee, volunteer, or intern is retained after the Contractor receives 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 the County shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Center Unit (BCCU) must be utilized to obtain background clearance.

DSHS/DDA background check forms and information may be found at:

<http://www.dshs.wa.gov/BCCU/bccuforms.shtml>

Current definitions and listing of disqualifying convictions are available online at:

<http://www.dshs.wa.gov/bccu/bccucrimeslist.shtml>

## **6.2 Mandatory Reporting of Abuse, Neglect & other Incidents**

Contractor staff members providing services to individuals with developmental disabilities are deemed mandatory reporters, and are responsible for reporting incidents of suspected abandonment, abuse, exploitation, financial exploitation, mistreatment and neglect of clients of the DDA as well as other types of incidents. Reporting of incidents involving DDA clients shall be in line with the requirements and definitions listed within DDA Policy 6.08.

- Reporting to the County and DDA must comply with the requirements, definitions and timelines outlined in the policy.
- Contractor must have policies and procedures in place consistent with Policy 6.08
- The Contractor must use an approved incident reporting form, when providing written report of incidents to the County and DDA.
- Attachment A provides a summary of the reporting timelines in Policy 6.08.
- Attachment B provides a copy of the form required for signature by all contractor's staff upon initial hire and then annually thereafter (effective 7.1.11). This assurance form verifies that contractors' staff members have read and will abide by Policy 6.08. Another format may substitute if it contains all the elements required.
- DSHS form 10-331 DDA Mortality Review referenced in the policy can be found at the following link: <https://www.dshs.wa.gov/sites/default/files/FSA/forms/pdf/10-331.pdf>
- The afterhours DDA emergency contact number for Region II, including Skagit County, will be provided to a designated contact at each agency. This number is to be used only as described within the policy related to incidents requiring notification within one hour (see Attachment A).
- Incident reports are tracked and analyzed for potential trends and patterns.

## **6.3 Access to Disability Rights Washington (DRW)**

Disability Rights Washington (DRW) has the authority and responsibility to investigate all reports of alleged abuse, neglect, and violation of civil rights of individuals with developmental disabilities pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 1975 (42 USC, sec. 6000, *et seq.*). If DRW is investigating an allegation of abuse, neglect, or rights violation, the Contractor will cooperate fully, allowing access by WPAS to clients and to client records as outlined in the DSHS/DRW Access Agreement.

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy13.04.pdf>

#### **6.4 Client Rights**

The Contractor will provide each client who is receiving services and his/her legal guardian as appropriate, with information explaining the client's rights as a consumer of contracted services. This information will include the following:

- A. Participant rights, per DSHS/DDA Policy 5.06
- B. Grievance procedures: The Contractor will have written grievance procedures approved by the County that:
  - 1. Is explained to participants and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;
  - 2. Negotiates conflicts.
  - 3. Advocates are available and participants are encouraged to bring advocates to help negotiate.
  - 4. 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).
  - 5. Prohibits retaliation for using the grievance process.
  - 6. Includes a process for tracking and reporting grievances.
- C. Services and supports that may be expected from the program including type and amount of support.

Grievance procedures and participants' rights should be provided to the client/guardian upon entry into the program. The Contractor will confirm that the information was provided through documentation of a client/guardian's signature and date. The County requires that client rights and grievance procedures be reviewed annually with the client/guardian.

#### **6.5 Health & Safety Regulations**

All services for persons with developmental disabilities must be provided with attention to their health and safety. The Contractor will comply with all state regulations and all local ordinances related to fire, health, and safety standards whenever services are delivered. This applies to the environment itself (e.g. a facility-based employment site or pre-school), a part of the environment (e.g., machinery present), or program components (e.g. community travel or mobility training). The Contractor will develop and update an annual Health and Safety Plan for each participant.

Contractors will comply with all applicable federal, state, and local fire, health, and safety regulations, which include, but are not limited to:

- 1. Federal: Occupational Safety and Health Act of 1970, P.L. 91-596, 84 USC 1590 ([http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_id=2743&p\\_table=OSHA](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_id=2743&p_table=OSHA))
- 2. State: Washington Industrial Safety and Health Act, RCW 49.17, WAC 296-24 and 296-62; State Building Code Act/Uniform Fire Code, RCW 19.27

## **6.6 Staff Intervention**

The Contractor will provide for staff intervention in the most dignified, age-appropriate manner necessary in all situations, including instances when a client's behavior jeopardizes the safety of him/herself or others, or the behavior significantly disrupts program operations. All interventions shall meet requirements under DSHS/DDA Policy 5.14, Positive Behavior Supports, Policy 5.15, Use of Restrictive Procedures, and Policy 5.17, Physical Intervention Techniques.

Restrictive procedures implemented under emergency guidelines as described in DDA Policy 5.15 *Use of Restrictive Procedures* and Policy 5.17 *Physical Intervention Techniques* must be reported in writing to DDA within one (1) business day as outlined in Policy 6.08.

## **6.7 Community Protection Standards for Employment & Day Program Services**

Services to DDA-identified "community protection" clients referred for Employment or Community Inclusion services will be provided in line with DSHS DDA policy 15.03 "Community Protection Standards for Employment and Day Program Services". For more information on the DDA Community Protection Program please go to the DDA website.

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy15.03.pdf>

## **6.8 Updated Medical Information**

The Contractor will maintain a file for each client containing current medical information (e.g. medications, dietary restrictions, allergies, etc.) needed for the safe provision of County-funded services by the Contractor. Medical information will be updated as needed and, at minimum, annually.

## **6.9 Confidentiality**

- A. The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information for any purpose that is not directly connected with the performance of County-funded services, except:
  - 1. As provided by law, RCW 42.56, Public Records Act
  - 2. In the case of personal information, as provided by law or with written consent of the person or personal representative of the person who is the subject of personal information.
- B. The Contractor's employees with access to confidential information are required to sign an oath of confidentiality, pursuant to RCW 71A.14.070. In order to share confidential information with other agencies, individuals, or entities, the Contractor will require Release of Information Forms (ROIF) signed by the client/guardian and indicating the type of information released, the agency to whom the information will be released, and for how long or for what purpose(s) the ROIF is valid.
- C. The Contractor shall protect and maintain all confidential information gained by reason of contracted County services against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which includes 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 an unauthorized provider.
  4. Use of State of Washington secure email server when communicating confidential information through email.
- D. When transporting six (6) to one hundred and forty nine (149) records containing Confidential Information, outside of a secure area, do one or more of the following as appropriate:
1. Use a Trusted System
  2. Encrypt the confidential information, including:
    - Email and/or email attachments
    - Confidential information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- E. When transporting one hundred fifty (150) records or more containing confidential information outside a secure area, refer to the requirement in Attachment C – Data Security Requirements.
- F. In the event that the Contractor ends its contractual relationship with the County, all client files and related confidential materials shall be returned to the County. Alternately, with approval from the County, the Contractor may certify in writing the destruction of confidential materials. Certification must include the method used and the entity contracted to carry out file destruction.
- G. 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.
- H. The compromise or potential compromise of confidential information must be reported to the County DD Coordinator and DDA Regional Administrator within one (1) business day of discovery. The Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

#### **6.10 Non-Discrimination**

The Contractor will not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap. The Contractor will have written policies prohibiting discrimination, in compliance with state law and Section 504 of the Federal Rehabilitation Act and the Americans with Disabilities Act.

### **6.11 Culturally-Appropriate Services**

The Contractor will respect and support the linguistic and cultural background of the participant and his/her family in the delivery of services. The Contractor shall ensure 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 pursuant to DDA Policy 5.05, Limited English Proficient (LEP) clients.

## **7.0 SERVICES ACCORDING TO INDIVIDUAL NEED**

### **7.1 Eligibility**

Client eligibility and service referral is the responsibility of DSHS/DDA, pursuant to WAC 388-823 and chapter 388-825. Only persons referred by DSHS/DDA shall be eligible for services. Client services provided without authorization will not be reimbursable.

### **7.2 Admission & Termination Criteria**

The Contractor retains the right to deny new referrals for service. The Contractor also retains the right to terminate services to individuals for cause.

1. The Contractor shall have written policies and procedures in place detailing admission and termination criteria that are provided to the client upon request for or entry into services.
2. The policies shall describe the reasons that may lead to non-acceptance of a referral or termination of current service to an individual.

### **7.3 DSHS/DDA Person-Centered Service Plan (PCSP)**

The PCSP is developed by DDA staff with input from the Contractor and client/guardian. The PCSP is the primary tool DDA uses to determine and document participant need and to identify the services to meet that need. Authorized Employment, Community Inclusion and ITA services are documented within the PCSP. The County expects the Contractor to:

1. Identify a primary contact for communication with DDA related to scheduling of PCSP meetings.
2. Identify and train appropriate staff to participate or provide information as needed for the PCSP to accurately capture the client's support needs (including monthly service hours).
3. Ensure that staff provides accurate and current information about the clients' individual support needs.
4. Respond to DDA requests for information such as case notes or annual plans within 24 hours of the request being made.

The Contractor must keep a copy of the PCSP in the client's file, or otherwise accessible to direct service staff, as needed, to provide an accurate scope of services to be provided.

### **7.4 Individual Plan for County Services**

The Contractor is required to develop a written, individualized service plan for each client, completed within 60 days of County authorization. This individual plan is meant to be the

“driver” or basis for support services delivered by the Contractor. The individual plan must be updated and reviewed at least annually by the planning team, as described below.

The individual plan requires the development of a planning team including the client, client’s guardian (when applicable), DDA Case Resource Manager, direct services staff or CRP, and others identified by the participant to provide input. At a minimum, the DDA Case Resource Manager and the individual/guardian will receive a copy of the completed plan. Other members of the planning team may request a copy with the client’s permission.

The Contractor is expected to communicate minimum and maximum monthly service hours that will be expected by the client. The Contractor will make sure that the participant/guardian understands the process and how often the direct services staff will meet with the participant.

The Contractor should also develop an Individualized Safety Plan for clients that addresses the specific needs, concerns, or considerations when considering the client’s health and safety at the setting where the participant typically receive services. This Individualized Safety Plan should be specific to each client and their job site or site(s) where they engage in Community Inclusion services.

#### **7.5 Annual Plan Review**

The Individual Employment or Community Inclusion plan will be reviewed at least annually for all clients. Annual plan review and update should include review of current goals, supports and service strategies identified to achieve employment or community inclusion goals. The client should be involved in the planning process and offer input into the employment goal in particular, along with clearly defining how they will participate in achieving that goal. At a minimum, the DDA Case/Resource Manager and the individual and his/her guardian should receive a copy of the updated plan with a progress summary. The client’s Individualized Safety Plan should also be reviewed annually and updated, as needed.

#### **7.6 Progress Reports**

- A. The Contractor shall document measureable progress toward achieving the individual’s service goals every six months in a format approved by the County. Six (6) month progress updates must be sent to the DDA Case Resource Manager and the client/guardian.
- B. If clients in Individual Employment or Group Supported Employment have not obtained paid employment at minimum wage or better within six (6) months the Contractor will:
  - 1. Review the progress toward service goals (6 month plan).
  - 2. Provide evidence of consultation with the client/guardian.
  - 3. Develop additional strategies with the client/guardian and CRM; strategies may include technical assistance, changing to a new provider, and/or additional resources as needed to support employment goals.
  - 4. Document the new strategies developed with-in the 6 month plan for each client within the client’s file.

- C. If after 12 months the client remains unemployed, an annual plan review will be conducted. The Contractor will address steps outlined in the previous six month plan report and identify new goals for the annual plan. The County Coordinator will be invited to attend this Annual Plan Review along with the client, parent/guardian, DDA Case Manager and any other supports that may offer valuable input. The client will have the option of changing service providers.
- D. The client may request to participate in Community Inclusion after nine (9) months of job development services or may choose to remain in an employment services and continue looking for paid employment. Individuals requesting to participate in Community Inclusion will be referred to their DDA Case Resource Manager.

### **7.7 Assessing Employment Strategies & Progress Measures**

The document link below, "Employment: Strategies and Progress/Outcome Measures" will be used by the County and DDA Case Resource Managers in assessing progress of client services.

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf>

The County recommends this document as a tool for Contractors to use in training staff, developing service strategies and documenting client progress.

### **7.8 Pathway to Employment Plan**

Each client's Pathway to Employment Plan will include:

1. Current Date
2. Timeline for the plan
3. Client's name first and last
4. Client ADSA ID
5. Employment Goal
6. Preferred job type
7. The preferred wages/salary the individual wishes to earn; or the going rate for the job type.
8. The number of hours the individual prefers to work; or the number of hours a job in that field may require.
9. The agreed upon timeline to achieve the employment goal.
10. The individual's skills, preferred activities and interests.
11. Measureable strategies and time lines (action steps and supports) to meet the employment goal.
12. Identification of other persons and/or entities (such as family, family friends, Division of Vocational Rehabilitation) available to assist in reaching employment goals.
13. Identification of other accommodations, adaptive equipment or supports critical to achieve employment goal.
14. The client and or guardian's signature on the plan.

The Contractor should clearly identify and communicate to the individual and planning team action steps, activities, realistic expectations and strategies associated with

implementing the plan and achieving employment goals, including defined responsibilities of the individual/guardian and the Contractor.

The Contractor will seek out competitive employment at minimum wage or better for the client. A professional resume, video resume, cover letter or portfolio may be created to assist the client in reaching the goal of competitive employment. Contractors will look for jobs that have the potential for growth in hours and in pay.

If Contractor develops volunteer opportunities for clients to prepare for long-term employment and to explore different job tasks/sites, there must be evidence that the volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.

## **7.9 Community Inclusion**

The individual's Community Inclusion plan is the driver of service for those individuals 62+ and retired by choice, or by exception through DDA and should include the following elements:

- Current Date
- Timeline for the plan
- Client's name first and last
- Client ADSA ID
- The participant's skills, interests, and preferred activities.
- Per the County Guidelines, the Community Inclusion goal must relate to one or more of the following:
  1. Identify integrated community places where the individual's interests, culture, talents, hobbies and gifts can be shared with others with similar interest.
  2. Identify typical community clubs, associations and organizations where the individual may have opportunities to contribute, be a member and participate in decision making.
  3. Identify opportunities where the individual may contribute to the community doing new and interesting things or things the individual enjoys.
  4. Create opportunities for the participant to build and strengthen relationships with members of the local community who are not paid to be with the person.
- The Support Intensity Scale (SIS) subscale that most relates to the goal (Community living, Lifelong learning, Employment, Health & Safety, Social, and Protection and Advocacy).
- Measurable strategies and timelines (action steps and supports) to meet the goal.
- Identification of persons or entities available to assist the individual in reaching his/her long term goals.
- Identification of other accommodations, adaptive equipment, electronic supports, and conditions critical to achieve the goal.
- The client/guardian's signature on the plan.

If the Contractor develops volunteer opportunities for clients to engage in to build community relationships and participate in integrated community activities, there must be



evidence that the volunteer opportunities comply with U.S. Department of Labor standards and applicable State standards.

#### **7.10 Informed Choice**

The Individual Plan will follow “informed choice principles.” Principles of informed choice include:

- Choices are made based on the provision of accurate information
- More than one option relevant to the individual’s interests and needs is offered
- Sufficient experience is acquired to inform decision-making
- Counsel and support are provided to individuals to gather and understand information and options
- Decisions are honored once they are made
- Supports and services are provided that reflect the decisions made

Opportunity for job placement change should be given to participants receiving employment services. Opportunity to self-direct services should be given to participants receiving Community Inclusion services.

All clients who communicate to the Contractor that he/she are no longer interested in receiving the authorized service will be referred to his/her DDA Case Resource Manager.

#### **7.11 Staffing Levels**

The Contractor will ensure that staffing levels and training interventions occur at a level that meets the needs of clients and are designed to achieve the goals outlined in the clients’ Individual Plans. Ongoing training and support by the Contractor for the benefit of the client and at the employers’ request will take place. This may include training and supervision, job modification, transportation training and assistance, or any of a wide variety of services that lead to paid employment, community contribution, and an expansion of natural supports for that client.

#### **7.12 Other Services/Supports**

The Contractor will support clients as needed in appropriate social behavior, self-advocacy, communication, and specific job skills as essential components to success in the workplace and the community. Volunteer opportunities developed by the Contractor must comply with U.S. Department of Labor and State standards.

#### **7.13 Self-Employment**

State-adopted self-employment guidelines are followed for any individual who owns and operates a business. At a 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.

State guidelines may be found at

<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Self%20Employment%20Guideline.pdf>

#### **7.14 DVR & Social Work Incentives**

The Contractor will assess client eligibility for and, for those eligible clients, utilize the programs listed below:

- DSHS Division of Vocational Rehabilitation (DVR)
- Department of Services for the Blind (DSB) funding
- Social Security work incentive programs (Plans for Achieving Self Support (PASS), Impairment-Related Work Expense (IRWE))

The Contractor will not use these resources to duplicate services paid through County funds.

#### **7.15 Transportation**

The Contractor will demonstrate an increase of training around and client use of alternative transportation, including the use of public transportation. It is the expectation of the County that the Contractor assist the participant in the arrangement of transportation for the purpose of pursuing or maintaining employment or for the purpose of participating in community inclusion activities. Transporting clients is not required and may not be a billable activity under the County agreement.

#### **7.16 Documentation**

##### **A. Documentation of Client Support :**

The Contractor will ensure that all hours of staff support billed to the County will have clear, dated documentation showing daily logs of staff activity and any other data relevant to the billed unit, such as; name of business contacted and contact person spoken to. These records should be available to the County for review upon request within 24 hours of the request being made. All documentation, including staff case notes, must relate to the client's individual pathway to employment or community inclusion plan and the billable phase they are recorded under.

The Contractor will ensure that a program manager or other responsible agency staff reviews these documentation processes. Hours of service should be logged by staff to the nearest quarter hour and should specify the billable phase that the participant is working in; Intake, Discovery, Assessment, Marketing/Job Development, Job Coaching/Job Support, Retention, Record Keeping (without client present and not to exceed 2 hours per month) and other types of activity related to the participant's service.

##### **B. Documentation of Client Work Hours and Wages (*Employment Services Only*):**

The Contractor must be able to document proof of employment for individuals reported as being employed, available to the County for review upon request.

The Contractor will ensure that client wages are based on the accepted, industry-relevant norm, as determined by the Washington State Department of Labor and Industries and U.S. Department of Labor.

Contractors supporting clients who earn sub-minimum wages to workers with disabilities must provide proof to the County upon its request of a current sub-minimum wage certificate and other documentation related to the payment of such wages required under the Federal Fair Labor and Standards Act (FLSA) (<http://www.dol.gov/elaws/esa/flsa/14c/>) and RCW 39.12.022.

##### **C. Documentation of Client Progress (*Employment Services Only*):**

The Contractor must ensure that a record of client progress, including the following, is available:

- Job placement and retention rates are tracked for each participant.
- Evaluation of progress in achieving increased wages and work hours for each participant.
- Information about wages, productivity, benefits and work hours for each participant.
- The Contractor will provide a monthly employment outcomes report and/or job gains and losses report to the County Coordinator to reflect new clients, employment changes, or benefits changes.

## **8.0 ORGANIZATIONAL REQUIREMENTS**

### **8.1 Board of Directors**

- A. The Contractor, if it has a board of directors, will include members who are knowledgeable about developmental disabilities, who understand their responsibilities as board members, and who are able to give guidance and direction to the legal, fiscal, and programmatic aspects of program activities.
- B. The Board's membership roster, copies of the by-laws, and meeting minutes will be available for review.
- C. The Board will approve the agency's annual budget, and will provide Board oversight of fiscal operations.
- D. The Contractor is expected to have a policy to guide their Board of Directors to safeguard against conflicts of interests.

### **8.2 Administration**

- A. The Contractor will maintain current organizational charts describing administrative lines of authority with the position titles of program staff.
- B. The Contractor will maintain a job description for each position within the organization detailing duties, responsibilities, and necessary qualifications.
- C. The Contractor will have a written mission statement.
- D. An appropriate Contractor representative will participate in meetings scheduled by the County concerning County, State, and Federal requirements.
- E. The Contractor will have on file all appropriate certificates and licenses in order for the contracting agency to operate as required by Federal, State, or local law, rule, or regulation.
- F. The Contractor will demonstrate the ability to safeguard public funds, including; maintaining books, records, documents, and other materials relevant to the

provision of goods and services in accordance with the Generally Accepted Accounting Principles (GAAP).

### **8.3 Performance Plan**

The Contractor will develop a written performance plan that describes its mission, program objectives, goal outcomes, and strategies relevant to the County Guidelines and the provision of services under contract with the County. The plan shall be evaluated at least biennially and revised based on actual performance.

### **8.4 Continued Qualification**

In line with Policy 6.13 *Provider Qualifications for Employment and Day Program Services*, the Contractor must maintain their status as a qualified provider through the following means:

- A. Continued provision of services in line with the County Guide to Achieve DDA's Guiding Values
- B. Continued development and implementation of service plans in line with 6.13 requirements
- C. Maintain internal systems and policies based on sound accounting practices to ensure the efficient and proper processing and use of agreement funds.
- D. Maintain a management system that provides for systematic accumulation, filing and retention of timely records and reports related to clients, staff, and agency structure including; tax status, capabilities and performance.
- E. Assurance that at least one staff member has two years' experience meeting Policy 6.13 specifications for the programs the contractor provides
- F. Maintain CARF (Commission on Accreditation of Rehabilitation Facilities) accreditation unless otherwise approved by the County (Employment Providers only)
- G. Ensure access to DSHS Division of Vocational Rehabilitation (DVR) funding (employment providers only) (unless CARF exempted)
- H. Assure, through policy and procedure, that potential conflicts of interest will not arise. Such a conflict may arise when any contractor staff is a guardian, legal representative or other decision maker for the client. A conflict may also arise when any employee of the agency is the decision maker for, or a close family member of, a client of the agency. In these situations, the provider must document the measures taken specific to the situation to assure that a conflict of interest does not exist.
- I. The agency has a service review and evaluation system that incorporates Quality Assurance and Quality Improvement measures as defined, such as goal setting, client satisfaction surveys, use of DASH boards, etc.

In the event that Contractor can no longer meet any one of the above requirements the County will be notified within ten (10) business days.

## **9.0 STAFF TRAINING & QUALIFICATIONS**

### **9.1 Staff Qualifications**

At a minimum, Contractor staff should meet the provider qualifications outlined in DSHS/DDA Policy 6.13, *Day Program Provider Qualifications*.

## 9.2 Staff Training

New employees providing direct services to individuals with developmental disabilities must be 18 years or older and receive basic orientation to and training in client services to ensure that employees meet the qualifications specified in DSHS/DDA Policy 6.13.

Documentation of staff orientation and training including all training requirements outlined in Policy 6.13 must be documented in the personnel file. The Contractor should maintain an up-to-date record of training for all employees. A summary of the training requirements and timelines within Policy 6.13 is outlined below. Any future amendments or modifications to the policy take precedent.

Policy and procedure manuals providing sufficient guidance when, and if, staffing changes or absences occur are present and readily available.

Policies exist to ensure that qualifying incidents are reported to DSHS in compliance with DDA Policy 5.13, *Protection from Abuse*.

- A. Prior to working with clients unsupervised, staff must have knowledge of and receive training in the following areas:
  - 1. Client confidentiality;
  - 2. Current individual work and support plans for each client with whom the employee works;
  - 3. DDA Policy 4.11, *Working Age Adult*
  - 4. DDA Policy 5.06, *Client Rights*
  - 5. DDA Policy 6.08, *Mandatory reporting Requirements for Employment and Day Program Service Providers* (DDA Policy 6.08 verification statement must be signed and kept in the employee file).
  - 6. DDA Policy 9.07, *HIV and AIDS*
  - 7. First Aid and CPR (current certification is required)
- B. Within one month of employment employees must have received training in the following:
  - 1. Policy 5.17, *Physical Intervention Techniques*;
  - 2. Waiver requirements as referenced in contract.
- C. Within three (3) months of employment, employees must have received training in the following:
  - 1. DDA Policy 5.14, *Positive Behavior Support*
  - 2. DDA Policy 5.15, *Use of Restrictive Procedures*
- D. Continuing education and staff evaluation: In addition to the above DDA requirements, it is the County's expectation that each contractor have an established procedure for orienting, training, mentoring and providing ongoing evaluation to staff related to:
  - 1. Values that support the abilities of individuals as outlined in the County Guidelines

2. Effective communication skills (i.e., the ability to listen carefully and to make one's self understood)
3. Planning methods
4. Program skill development includes training to ensure support to clients in the specific program area identified in their Individual Plans (e.g., task/job analysis, follow-along support, co-worker support, job modification, systematic training techniques etc.)

The Contractor will ensure that staff members who work directly with clients receive a minimum of 15 hours of continuing education opportunities annually. Attendance at one DDA or DVR training annually will be expected as a contribution to the 15 hours. The training record for each staff must be in employee's file and provided to the County upon request.

### 9.3 Training Reimbursement

Requests for training reimbursement related to County-recommended trainings or other training designed to improve the quality of services to individuals, may be made in writing to the County at least ten (10) business days prior to the training event. Registration and related travel costs may be submitted for reimbursement by the County. Requests should clearly outline the training requested, dates of training and travel, and the number of staff attending. Mileage, food purchases, and lodging may not exceed the Federal per diem/rate allowance. Acceptance of training reimbursement requests is at the discretion of the County and is dependent upon funding availability. Reimbursement for training requests will require back-up documentation and receipts.

## 10.0 BASIS FOR CLIENT SERVICE LEVEL

### 10.1 Basis for Client Service Authorization: Individual Employment

Service levels for Individual Employment and Community Inclusion Services are mutually determined between DSHS/DDA, the County, and the Contractor based on the following factors:

A. Employment Acuity (High, Medium, Low) as determined by the DSHS/DDA assessment.

| Employment Acuity | Typical Client Characteristics   |
|-------------------|--|
| <b>Low</b>        | Clients with low employment support needs are generally independent in the community. The client is able to communicate with others effectively and can maintain personal health and safety most of the time without supervision. The client may be able to independently transport self in the community and does not require physical assistance in community activities. The client is able to perform most tasks with minimal or occasional monitoring or prompting. |
| <b>Medium</b>     | Clients with medium employment support needs can be independent in the community some of the time but often need supervision, training, or partial physical assistance when engaged in certain community activities. The client may need regular monitoring or prompting to perform most tasks. The client   |

| Employment Acuity | Typical Client Characteristics   |
|-------------------|--|
|                   | experiences challenges in employment situations perhaps due to communication difficulties, interpersonal skills, or limited mobility.  |
| High              | Clients with high employment support needs require frequent supervision, training, or full physical assistance with community activities all or almost all of the time. The client experiences significant barriers to employment and often needs another person physically present to assist him/her with personal care needs, to ensure the client's or others' health and safety, and/ or typically requires direct oversight to ensure performance of most tasks in an employment setting with acceptable accuracy and/or speed. |

- B. Work history and/or support needs specific to the job or service site. This may include, but is not limited to:
- Client's work schedule and hours (How many hours or shifts does the individual work?)
  - Client's work history and job stability (Is it a new job or a job they have held for a long time?)
  - Availability of natural supports at the work site (Are unpaid supports such as co-workers present?)
- C. Other factors which impact the client's ability to participate in services such as health limitations or transportation barriers.
- D. The limits and requirements set for employment service levels by Washington Administrative Code (WAC) 388-828-9325 through 9360.
- E. An Exception to Rule (ETR) request may be used when a participant needs additional hours in a paid employment situation and should be sent to the County and the DDA CRM for approval. The Contractor must document specifically how the additional hours will be used to support the client's individual employment goals and include a plan for fading.
- F. The agency adheres to the Medicaid HCBS setting requirements of 42CFR441.530(a)(1) including ensuring integration into the greater community and supports individuals to have full access to the greater community.
- G. The agency ensures individuals receive the same degree of access to community services as individuals not receiving Medicaid HCBS
- H. Agency setting provides opportunities to seek employment and work in competitive, integrated settings.
- I. The agency setting facilitates individual choice regarding services and supports, and who provide them.

J. When possible, the Contractor identifies settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community and avoids seeking employment in those settings.

K. 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 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 County issues prior written approval for the service provider to continue to provide long-term supports if needed.

### **10.2 Basis for Client Services Authorization: Group Supported Employment**

- A. Group Supported Employment (GSE) reflects shared support at a worksite. Service level to the individual client may vary depending on staffing ratios, the acuity of individuals served, and the number of work hours available within the worksite.
- B. An authorized monthly GSE service level is assigned to each client that reflects the estimated portion of shared support received by the client in this setting. Authorization is based on the client's employment acuity (high, medium, low) and scheduled work hours.
- C. Additional individualized community support hours may be authorized to make progress toward the individual's community employment goals. The monthly GSE authorization added to the community support authorization will equal the client's total monthly service authorization. The maximum support hours authorized may not exceed the limits and requirements set for employment service levels by Washington Administrative Code (WAC) 388-828-9325 through 9360. See: <http://apps.leg.wa.gov/wac/default.aspx?cite=388-828-9325>
- D. The client's assigned GSE support hours are billable as long as:
  - GSE site hours are documented for the client
  - The collective GSE support provided equals or exceeds the collective support authorized.

If the total staff hours provided across all clients in the GSE setting is less than the collective hours authorized the Contractor will be reimbursed only for the number of staff hours provided.

### **10.3 Basis of Client Service Authorization: Community Inclusion**

- A. The maximum number of monthly Community Inclusion support hours for each client is determined by the DDA assessment as outlined in WAC 388-828-9300 and 9310.
- B. The following chart provides guidance for authorized service levels in line with WAC requirements.

| Assessed CA Service Level | Support Intensity Scale Score | Monthly Authorization |
|---------------------------|-------------------------------|-----------------------|
|---------------------------|-------------------------------|-----------------------|



|   |         |               |
|---|---------|---------------|
| A | 0-9%    | Up to 3 hrs.  |
| B | 10-19%  | Up to 6 hrs.  |
| C | 20-29%  | Up to 9 hrs.  |
| D | 30-44%  | Up to 12 hrs. |
| E | 45-59%  | Up to 15 hrs. |
| F | 60-74%  | Up to 18 hrs. |
| G | 75-100% | Up to 20 hrs. |

- C. Clients may be authorized for service hours below those established in WAC with agreement from the client, County, DDA Case Resource Manager and Contractor. The client may request an increase to the maximum authorized through WAC at any time.
- D. Service hours above those established in WAC must be approved by DDA and the County through an Exception to Rule (ETR) process. Contractor must show substantial evidence for the need for an ETR and submit the request to the County Coordinator and the client's Case Manager.
- E. Services occur individually or in a small group (no more than 2-3 clients) with similar interests and needs.
- F. When clients are served in small groups (no more than 2-3) based on similar interests, staff support hours billed to the County will be divided equally amongst clients served (i.e. 2 clients supported at the same time for 2 hours by a single staff would each receive 1 billable service hour).
- G. Services may only be provided in small groups when clients have similar interests and goals which are documented within the individualized Community Inclusion plan. Services should typically be provided in age-appropriate community settings.
- H. Services focus on activities typically experienced by the general public.
- I. Clients do not receive employment services simultaneously (except PASRR).
- J. The Contractor will look for settings that are not isolating to the participant and whenever possible increase the participant's interaction with the community.
- K. Clients may choose to leave CI service at any time to pursue work and receive individual employment services.

#### **10.4 County Service Authorization**

- A. The County will not reimburse for services provided prior to service authorization, or after service termination.

- B. County Service Authorization (CSA) must be finalized for each client for whom the Contractor intends to submit a billing to the County.
- C. A complete and valid County Service Authorization includes; agreement from the Contractor, approval and signature from the County, and final electronic authorization (including effective date) by the DSHS/DDA Case Resource Manager through the Case Manager Information System (CMIS).
- D. The Contractor will clearly communicate to the client and the County prior to beginning service or prior to an expected change in the maximum service hours per month. Service changes which require amendment of the PCSP will not occur until the client has received proper notification through DDA.
- E. The amount of service the client receives should not exceed the maximum documented in the client's Person Centered Service Plan (PCSP) with DSHS/DDA.
- F. The County is responsible for requesting the CSA from the DSHS/DDA Case/Resource Manager. The DSHS/DDA Case Resource/Manager is responsible for authorizing the service requested and generating the County Service Authorization.
- G. If the service request is initiated by the Contractor, DDA/County will need the following information:
  - 1. Verify completion or status of Division of Vocational Rehabilitation (DVR) services
  - 2. Proposed service category
  - 3. Work and wage information for clients who are in Individual Employment when employed
  - 4. Proposed monthly service level requested to support the individual on the job or service site.
  - 5. Proposed effective date of authorization.
- H. The current County Service Authorization (CSA) is suspended in the event that the client is hospitalized, institutionalized or admitted to a skilled nursing facility. Services occurring after the date of admission to these facilities require prior approval from the DDA Case Resource/Manager and may require a new CSA. Upon discharge, the provider is responsible for verifying funding authorization and availability with the County prior to the continuation of services.

## **11.0 SERVICE CHANGE PROCEDURES**

The Contractor is required to keep the client's Case Resource Manager and the County Coordinator informed of any major changes in the client's program or support needs.

### **11.1 Service Change Form**

The Contractor must complete the County "Service Change Form" each time the Contractor is requesting client service changes related to:

- Authorized service hours

- Program type: Individual Employment, Group Supported Employment, Community Inclusion
- Service termination

Services changes must be approved by DDA and the County prior to implementation.

### **11.2 Communication of Service Levels to the Client**

Prior to beginning service or an expected change in the monthly service hours, the Contractor will clearly communicate to the client/guardian what the client can expect to receive.

Although service minimums are no longer communicated within the Person Centered Service Plan (PCSP) the County recommends communicating the typical range of monthly support hours (not to exceed the maximum authorized) in the client's Individual Employment or Community Inclusion plan.

### **11.3 Exceptional Service Level Requests**

For clients whose service needs require an Exception to Rule (ETR), an 'Exceptional Service Level' request form must be completed. All exceptional funding requests must be approved by the County, the DDA Case Manager and DDA regional staff as assigned. The Contractor must document specifically how the additional hours will be used to support the client's individual employment goals.

### **11.4 Deadline for Service Change Requests**

The request for service changes must be received by the County and CRM by the 10th of the month prior to the proposed effective date of the changes requested. (i.e. if a service change is requested to be effective for January 1, the service change form should be provided to the County no later than December 10th). However, if an emergent need occurs (i.e. potential job loss), please notify the County and the CRM immediately.

### **11.5 Individualized Technical Assistance**

In the event that the Contractor needs additional technical assistance to ensure progress toward the individual's employment goals Technical Assistance (TA) may be available.

The Contractor may request services (communication consultation, behavioral support, etc.) to address service barriers for a County-authorized client; the Contractor should contact the County to request assistance. Services must be pre-authorized by the County and DDA Case Manager and are dependent upon funding availability.

### **11.6 Subcontractors**

Agencies contracted with the County may not subcontract for services with the exception of Technical Assistance providers.

## **12.0 OUTCOMES**

The Contractor will track and make measurable progress related to the key quality indicators as outlined below:

- A. Pathway to Employment

1. The Contractor shall demonstrate an increase in the number of participants employed in community setting.
2. The Contractor shall demonstrate an increase in the number of participants who are employed in community settings over eighty (80) hours a month. The desired program outcome for employment services is an average of 20 hours/week or 86 hours a month of work.
3. The Contractor shall demonstrate an increase in the monthly earnings for participants.

**B. Community Inclusion Services**

1. Increase in the number of reciprocal relationships developed by clients with persons other than paid staff.
2. Increase in the client's participation in a variety of typical community venues based on personal preferences. If personal preference is uncertain then at a location where the participant feels safe, is stimulated, and has the option to interact with others in mutually beneficial ways.

### **13.0 MONITORING & EVALUATION**

The County will develop a contract monitoring and evaluation system incorporating the most recent Criteria for Evaluation System provided by DDA, which may be found on the DSHS/DDA website listed below:

<https://www.dshs.wa.gov/dda/county-best-practices>

The County shall conduct at least one on-site audit to each Contractor during each State DSHS/DDA biennium and will prepare a contract compliance report to respond to strengths and potential need for corrective action.

#### **13.1 Access to Records**

The County may request reasonable access to the Contractor's records and place of business for the purpose of monitoring, auditing, and evaluating the Contractor's compliance with the Agreement and applicable laws and regulations. The Contractor will, upon receiving reasonable written notice, provide the County with access to its place of business and to its records that are relevant to its compliance with the Agreement and applicable laws and regulations.

The Contractor must also have documentation that they are able to account for and manage public funds in compliance with Generally Accepted Accounting Principles (GAAP). This documentation must come from an outside fiscal auditor if the Contractor receives more than \$100,000 in public funds on an annual basis.

#### **13.2 Corrective Action**

The Contractor will be responsible for addressing all corrective action items by the due date specified in the County contract compliance report. Failure to comply and take corrective action may result in the County not reissuing a contract to the agency.

### **13.3 Extended Records Retention Timeline**

During the term of the Agreement and for six (6) years after termination of the Agreement, the parties shall maintain records sufficient to:

- Document performance under the expectations of contract, implementation guide, and County Guidelines
- Demonstrate accounting procedures, practices, and records that sufficiently and properly document all invoices, expenditures, and payments

In the event of litigation, unresolved audits, and/or unresolved claims, the Contractor agrees to retain all records, reports, and other documentation until such claims are resolved.

### **14.0 NON-COMPLIANCE**

In the event the Contractor fails to comply with any of the terms and conditions of this contract and that failure results in a contract overpayment, the County shall recover the amount due to the County. In the case of overpayments, the Contractor shall cooperate in the recoupment process and return the amount due to the County.

### **15.0 NO ACTIVE DEBARMENT**

Agency has no active debarment certification.

## COUNTY IMPLEMENTATION GUIDE, ATTACHMENT A

### DDA Policy 6.08 Reporting Timelines

**Note: Refer to policy text for complete definitions/information.**

| Phone call to DDA <b>within one hour</b> or once safety has been ensured. Follow with written report.<br><br><b>(A)</b>   | Phone call to DDA <b>during business hours</b> once client safety has been ensured. Follow with written report.<br><br><b>(B)</b>   | <b>Written IR</b> within one business day<br><br><b>(C)</b>   |
|---|---|---|
| 1. Death of client when suspicious or unusual<br><br>2. Condition threatening the operation of the program<br><br>3. Client is missing<br><br>4. Injuries of unknown origin requiring hospital admission<br><br>5. Any event involving known media interest or litigation | 1. Death of any client not reported under Column 1<br><br>2. Alleged or suspected abandonment, abuse, , exploitation, financial exploitation, neglect, or self-neglect of a client (other than client to client)<br><br>3. Alleged or suspected physical or sexual assault of a client<br><br>4. Alleged or suspected criminal activity perpetrated against a client<br><br>5. Alleged or suspected criminal activity by a client that results in a case number or detainment<br><br>6. Injuries resulting from alleged or suspected client to client altercations that require medical treatment beyond First Aid<br><br>7. Mental health crisis resulting in inpatient admission to a state or community psychiatric facility<br><br>8. Life-threatening medically emergent condition | 1. All injuries to a client resulting from the use of restrictive procedures<br><br>2. Serious injuries of known cause, not otherwise defined, that require medical treatment beyond First Aid<br><br>3. Hospital or nursing facility admission not otherwise defined<br><br>4. Patterns of client to client abuse as defined in RCW 74.43.035<br><br>5. Property destruction over \$100 or that will result in a <i>Residential Allowance Request</i><br><br>6. Restrictive Procedures implemented under emergency guidelines<br><br>7. Medication errors(s) that have or may result in injury/harm as assessed by a medical professional<br><br>8. Serious treatment violations, not otherwise defined<br><br>9. Suicide gestures or attempts |

**COUNTY IMPLEMENTATION GUIDE ATTACHMENT B**  
**CHAPTER 6 DDA Policy 6.08**

**Employment and Day Program Services Providers:**  
**Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial Exploitation**  
**of a Child or Vulnerable Adult**

All Employment and Day Program Services providers, their employees, contractors and volunteers must read, sign, and abide by DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers, which prohibits abandonment, abuse, neglect, and financial exploitation of a child or vulnerable adult, and any related reporting procedures.

Clients must be treated with kindness, respect, care, and consideration at all times. Abandonment, abuse, neglect, exploitation and financial exploitation are not permitted under any circumstances.

I have read DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers, in its entirety and understand:

- ☐ The definitions of abandonment, abuse, neglect, exploitation and financial exploitation;
- ☐ My legal requirement as a mandatory reporter to report abandonment, abuse, neglect, exploitation and financial exploitation of a client;
- ☐ How to report abandonment, abuse, neglect, exploitation and financial exploitation of a client, including incident reporting procedures;
- ☐ Failure to report such incidents can result in a disciplinary action, including termination, and is a gross misdemeanor under Washington State Law; and
- ☐ My responsibilities to protect clients and other vulnerable adults and children from abandonment, abuse, neglect, exploitation and financial exploitation.

I also acknowledge that I have had an opportunity to ask questions of my supervisor regarding this policy and have had those questions answered.

\_\_\_\_\_  
PRINT EMPLOYEE LEGAL NAME

\_\_\_\_\_  
EMPLOYEE SIGNATURE                      DATE

\_\_\_\_\_  
PRINT WITNESS LEGAL NAME

\_\_\_\_\_  
WITNESS SIGNATURE                      DATE

## COUNTY IMPLEMENTATION GUIDE ATTACHMENT C

### Data Security Requirements

- 1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:**
  - A. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - B. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - C. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
- 2. Data Transport. When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:**
  - A. Transporting the Data within the (State Governmental Network) SGN or Contractor's internal network, or;
  - B. Encrypting any Data that will be in transit outside the SGN or Contractor's internal network. This includes transit over the public Internet.
- 3. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described. All Electronic Data must be encrypted using at least an encryption standard of AES 128 bit. Electronic Data can be on desktops, laptops, and other portable devices, servers, and external media:**
  - A. Hard disk drives. Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
  - B. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the



requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- C. Optical discs (CDs or DVDs) in local workstation optical disc drives. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- D. Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- E. Paper documents. Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- F. Remote Access. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor Staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- G. Data storage on portable devices or media.
  - 1. Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
    - a. Encrypt the Data with a key length of at least 128 bits
    - b. Control access to devices with a Unique User ID and Hardened Password or

stronger authentication method such as a physical token or biometrics.

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

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

- d. Keeping them in locked storage when not in use
- e. Using check-in/check-out procedures when they are shared, and
- f. Taking frequent inventories

- 2. When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- 3. Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- 4. Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

H. Data stored for backup purposes.

- 1. DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.
- 2. DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

**4. Data Segregation.**

- A. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can

be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

- B. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
- C. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- D. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- E. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- F. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- G. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. Data Disposition. When the contracted work has been completed or when no longer needed, except as noted in 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:

| <b>Data stored on:</b>   | <b>Will be destroyed by:</b>  |
|--|---|
| Server or workstation hard disks, or<br><br>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<br><br>Degaussing sufficiently to ensure that the Data cannot be reconstructed, or<br><br>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.   | On-site shredding, pulping, or incineration   |

|                                  |   |
|----------------------------------|---|
| protected health information)    |   |
| 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@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
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.