Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

# COUNTY PROGRAM AGREEMENT

## DDD County Services

DSHS Agreement Number: 1163-35806

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number:

County Agreement Number:

| DSHS ADMINISTRATION | DSHS DIVISION | DSHS INDEX NUMBER | DSHS CONTRACT CODE |
|---|---|---|---|
| Aging and Disability Services Administration | Division of Developmental Disabilities | 1225 | 1769CS-63 |

| DSHS CONTACT NAME AND TITLE | DSHS CONTACT ADDRESS |
|---|---|
| Tracy Durels<br>Business Manager | P.O. Box 12500, MSB39-7<br>Yakima, WA 98909- |

| DSHS CONTACT TELEPHONE | DSHS CONTACT FAX | DSHS CONTACT E-MAIL |
|---|---|---|
| (509) 698-1276 Ext: | (509) 454-4320 | durelt@dshs.wa.gov |

| COUNTY NAME | COUNTY ADDRESS |
|---|---|
| Kittitas County | County Commisioners Office<br>205 West 5th Ave, Suite 108<br>Ellensburg, WA 98926- |
| COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER<br>916001349 | COUNTY CONTACT NAME<br>Juor Pless<br>~~Mark McClain~~ |

| COUNTY CONTACT TELEPHONE | COUNTY CONTACT FAX | COUNTY CONTACT E-MAIL |
|---|---|---|
| (509) 962-7502 Ext: | (509) 962-7637 | Juor.Pless@co.Kittitas.wa.us |

| IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? | CFDA NUMBERS |
|---|---|
| No | |

| PROGRAM AGREEMENT START DATE | PROGRAM AGREEMENT END DATE | MAXIMUM PROGRAM AGREEMENT AMOUNT |
|---|---|---|
| 7/1/2011 | 6/30/2012 | $652,581.00 |

**EXHIBITS.** The following Exhibits are attached: **Exhibit A – Data Security Requirements and Exhibit B - Program Agreement Budget**

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement.

| COUNTY SIGNATURE(S) | PRINTED NAME(S) AND TITLE(S) | DATE(S) SIGNED |
|---|---|---|
| | | |

| DSHS SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
|---|---|---|
| | Christy R. Hoosier, ADSA Contract Manager | |

## Special Terms and Conditions

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 DDD 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. "ADSA" means Aging & Disability Services Administration.

   e. "BARS" means DDD 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 Division of Developmental Disabilities.

   i. "County" means the county or counties entering into this Program Agreement.

   j. "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.

k. "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 the persons' competence, integration, physical or mental abilities. Services assist individuals to participate in activities, events and organizations in the community in ways similar to others of similar age. These services may also be available for working age individuals who have received nine months of an employment type service (Individual Employment, Group Supported Employment or Pre-Vocational services).

(2) "Child Development Services" or "CDS": Birth to three services designed to meet the developmental needs of each 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, vision services and to the maximum extent appropriate are provided in natural environments.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, 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 include many of the elements described in Individual Supported Employment and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

(6) "Pre-Vocational Services" or "PVS": 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 include many of the elements described in Individual Supported Employment and offer training and skill development for groups of workers with disabilities in the same setting. Services are provided by agencies established to provide services to people with disabilities.

(7) "Person-to-Person" or "PTP" services are a part of an individual's pathway to employment. A client exclusively in Person- to- Person is not yet employed or is not stable in employment. If stable, the client should move to the appropriate service category. Person-to-Person supports and services may be needed to assist people with:

(a) Initial Planning: System overview, development of a person centered employment plan and/or preparing an individualized budget.

(b) Technical Assistance Services: These services are provided by professionals specialized in an area that would benefit a client to move further on their pathway to employment.

(c) Discovery: Job preparation, exploration and/or volunteering in the community to achieve integration and employment.

l. "CRM" means the DD Case Resource Manager.

m. "DD" means Developmental Disabilities.

n. "DDD" means the Division of Developmental Disabilities within Aging and Disability Services Administration of DSHS.

o. "DDD Region" means the DDD Regional office.

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. "ISP" means the Individual Support Plan; a document that authorizes and identifies the DDD paid services to meet a client's assessed needs.

s. "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, drivers license numbers, other identifying numbers, and any financial identifiers.

t. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDD 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.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "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.

x. "Service Provider" is a qualified client service vendor who is contracted to provide Employment and Day Program services.

y. "Subcontractor" is the service provider contracted by the County to provide consumer services.

z. "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.

aa. "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.

bb. "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 DDD and the County 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 County 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 County 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 County to employ reasonable security measures, which include restricting access to the Confidential Information by:

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

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

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by 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, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt 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 refer to the requirements in Exhibit A – Data Security Requirements.

(6) Send 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 one (1) business day of discovery. 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 DDD pursuant to Chapter 388-823 WAC (Eligibility) and Chapter 388-825 WAC (Service Rules). Only persons referred by DDD shall be eligible for direct client services under this Program Agreement. It is DDD'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. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in delivery of developmental disabilities services to a community.

b. Fiscally Responsible: The County must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

c. Sufficient Policies and Procedures: Establish and maintain adequate internal control systems: The County 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.

d. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and Chapter 388-06 WAC. If the entity reviewing the application elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults as defined in Chapter 74.34 RCW, then DDD 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.

e. 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 County to provide Training, Community Information Activities, Consumer Support, or Other Services as defined in the DDD BARS Supplement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

f. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDD Policy 6.13, *Program Provider Qualifications*.

g. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The County assures that subcontractor has agreed to assign to DDD its Medicaid billing rights for services to DDD clients eligible under Title XIX programs in this agreement. Written documentation shall be available to DSHS on request.

h. Reporting Abuse and Neglect: The County and its subcontractors are mandated reporters under RCW 74.34.020(1), and must comply with reporting requirements described in RCW 74.34.035, 040 and Chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor 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.

i. 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 Infant Toddler Early Intervention Program Federally Approved Plan.

j. The County or their staff who performs on-site evaluations of subcontractor work sites will promptly report to DSHS per DDD 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.

(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. **Statement of Work:** The County 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 county as set forth below:

a. The DDD region shall:

(1) Review subcontractors and shall immediately notify the County of any disapproval of the subcontractors identified by the County.

(2) Inform and include the County in the discharge planning of individuals leaving institutions and returning to the community, and who will need program funding;

(3) Inform the County of individuals who have had their waiver status changed;

(4) Work with the County when referring individuals for services;

(5) Inform client of service changes through Planned Action Notice(s);

(6) Work with the County to document planned services in the Individual's Support Plan including notification of assessment dates;

(7) Work with the County when terminating services; and

(8) Work with the County on Spending Plan adjustments.

b. The County shall:

(1) Work with the DDD Region when individuals are referred for services;

(2) Work with the DDD Region to document planned services in the Individual's Support Plan;

(3) Assist with informing the Region of any potential service level changes not documented in the individual's DD Assessment prior to any changes;

(4) Work with the DDD Region regarding service termination;

(5) Work with the DDD Region on Spending Plan adjustments;

(6) Inform the DDD Region of new providers to be included on the CMIS system;

(7) Notify the DDD Region of any intent to terminate a subcontractor who is serving a DDD referral; and

(8) Upon written request from the DDD Region, the County shall provide a copy of each subcontractor's contract.

c. Compliance with BARS Policies: The County shall take any necessary and reasonable steps to comply with the currently effective DDD BARS Supplement manual incorporated by reference herein.

d. Comply with the following referenced documents found at DDD Internet site http://www1.dshs.wa.gov/ddd/counties.shtml under "Counties":

(1) DDD Policy 4.11, County Services for Working Age Adults;

(2) WAC 388-850-025, 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 of Washington (formerly Washington Protection and Advocacy System) Access Agreement.

e. 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 DDD at Internet site http://www1.dshs.wa.gov/ddd/counties.shtml) 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 County and the DDD Region.

g. Spending Plan: The County shall submit a Biennial Spending Plan within 30 days of execution of this Program Agreement. The spending plan shall be distributed at the BARS expenditure element code level as well as allocated under State, Medicaid and Proviso and shall function as a line item budget for expenditures under this agreement. The allocation and planned expenditures for Consumer Support (BARS 60 series) should be based on client numbers and Proviso allocations as well as planned additional consumer services expenditures. The state may provide a written response to the Biennial Spending Plan (including any amendments to the plan) within 30 calendar days from date of receipt at the DDD Regional office. Once approved, the spending plan may only be modified by mutual agreement of the parties in writing.

h. Solicitation for qualified Employment and Day Program Service Providers: Request for Proposals (RFPs), Request for Qualifications (RFQ's) or Request for Information (RFI's) for direct services will be issued at a minimum of once every four years. The County will establish a clear process for soliciting new providers. If a client's needs cannot be met by the current qualified providers, then the County may issue an RFQ prior to the four year cycle.

i. A qualified provider must be a county or an individual or agency contracted with a county or DDD.

j. Regional Approval of Subcontractors: The DDD Region shall review new subcontractors and shall immediately notify the County of any disapproval of the subcontractors identified by the County.

k. Subcontractors: The County shall immediately notify the DDD Region of the County's intent to terminate a subcontractor who is serving a DDD referral.

l. Initiate a contract with qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Clients in Community Access should average fourteen (14) hours of service and/or activities per month. A client receiving Community Access services will not receive employment support simultaneously. A client may choose to move to an employment service at any time.

(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 or 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 and acuity level.

(3) Service changes will not occur until client has received proper notification from DDD. The client minimum and maximum service hour(s) will correlate with the CMIS Planned Rates information and the ISP. Prior to beginning service or an expected change in the minimum and maximum service hours per month, the provider will clearly communicate to the client and the County what the client can expect to receive.

(4) All clients will have an individualized plan to identify client's preference. A copy of the client's individualized plan will be provided to their respective CRM.

(5) Semi-annual progress reports that describe the outcomes of activities will be provided to CRM's. The report will summarize the progress made towards the clients individualized goals.

(6) All clients will be contacted by their service provider according to client need or at least once per month. Clients in Person-to-Person will be considered stable in their job if they have been employed consecutively for six months.

(7) If clients in Individual Employment or Person-to-Person have not obtained paid employment within **six (6) months** the County will assure the following steps are taken.

(a) Review of the progress towards employment goals;

(b) Provide evidence of consultation with the family/client; and

(c) Develop additional strategies with the family/client, county 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/new 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 can choose to remain in an employment program. When requesting to participate in Community Access services, the client shall communicate directly with his or her DDD Case Manager. The DDD Case Manager is responsible for authorizing Community Access services.

m. Availability of Contract: Upon written request from the DDD Region, the County shall provide a copy of each subcontractor's contract.

n. Limitation to the Waiver services: The County will act in accordance with WAC 388-845-0110 by monitoring the client's yearly waiver limits for Basic and Basic Plus consumer support services for Employment & Day.

o. Quality Assurance and Service Evaluation: The County shall develop and have available an evaluation system to review subcontractors. The evaluation system will incorporate Quality Assurance items as defined and Quality Improvement measures. A copy of such evaluation system shall be provided upon request to DDD for review and approval.

p. On-Site Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one onsite visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DDD Office upon request.

q. Work with local DD advisory groups to plan for and coordinate services.

r. Participate in the Association of County Human Service "ACHS" meetings.

s. 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 integrity of data submitted to state. When data is submitted and rejected due to errors or later an error is identified, County will correct and resubmit within thirty days.

**7. Consideration:**

a. Approval of Fees — DDD Responsibility: The DDD Region reserves the right to approve fees/rates for the services being provided. The rate schedule for client direct services should align to a client's demonstrated acuity level. The County will submit a comprehensive fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DDD Region for approval as changes occur.

b. Exhibit B – Budget: Budget amount listed in Exhibit B – The County may not exceed the state revenue dollar amount or the total revenue dollar amount indicated on the Program Budget Agreement "Exhibit B". The federal revenue dollar amount may be exceeded to accommodate clients moving from state-only employment and day to waiver employment and day services.

c. Client Funding: Funds will follow clients if they move and/or choose a qualified provider in a different county. The client funding amount will be based on that client's historical employment or day program support costs. Negotiation for client funding between the receiving and sending counties is permissible.

d. If a County 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 Levels 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 is no longer needing and wanting services, the funds are available for other clients who are not part of the original group of 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.

**8. Billing and Payment:**

a. Program Agreement Budget: DSHS shall pay the County all allowable costs, as defined in the current DDD Budget Accounting and Reporting System (BARS) Manual Supplement. 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.

b. Monthly Invoice with Documentation: All requests for reimbursement by the County for performance hereunder must be submitted on a DSHS A-19 invoice with required documentation that includes the Billing Summary generated through the CMIS system. All requests for reimbursement amounts must be entered into the CMIS system. The County may submit a combined claim of all programs/services covered by this agreement. The A-19 and the Billing Summary amounts must match or the Region may request a corrected billing. DSHS shall make all payments due to the County for all invoices submitted pursuant to this section within sixty (60) days following receipt of each such invoice.

c. 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 (DVR), P.L. 94-142 (Public Education), or any other source of public or private funding.

d. 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:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

(2) A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a defined tier rate which is a documented range of service hours that correlate to a specific reimbursement amount for a month.

e. Program Administration: The County will provide program administration and may bill for administrative costs allowed under BARS 568.10. Administrative costs will not exceed 7% of the total Program Agreement, unless the director of DDD makes an exception under Chapter 388-850 WAC. Monthly claims for administrative costs will be 1/12 of the maximum 7% of the total Program Agreement, unless an exception for a higher percentage is in place.

f. Timeliness of and Modification to Billings: All initial invoices with documentation must be received by the DDD Region within sixty (60) calendar days following the last day of the month in which the service is provided. Corrected invoices and documentation 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 DDD Regional Administrator or designee. Payment will not be made on any invoice submitted past the 60 calendar days of the Program Agreement fiscal year.

g. Recovery of Fees: If the County 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 County shall fully cooperate during the recovery.

9. **Intermediate Care Facilities for Mentally Retarded (ICF/MR) Agreement**. If applicable per 42 CFR 483.410, the County shall assure that all county-operated or subcontracted programs serving persons living in ICF/MR facilities develop a plan and coordinate their services with the facility on behalf of the ICF/MR resident. DDD will supply a list of ICF/MR residents who have a day program to the County.

10. **Single State Medicaid Agency—DSHS:** DSHS, as the single state Medicaid Agency, has administrative authority for Title XIX coverage of services for people with developmental disabilities per 42 CFR 431.10. The County only has responsibility for services covered in this agreement.

11. **DSHS/DRW Access Agreement:** The DRW February 27, 2001 Access Agreement with DDD is incorporated by reference. The County 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, other miscellaneous matters, and is binding for all providers of DDD contracted services.

## Exhibit A – Data Security Requirements

1. **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.

2. **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 users by requiring logon to the local workstation using a unique user ID and complex 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 complex 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 data stored on these disks, deleting unneeded data is sufficient as long as the disks remain in a secured area and otherwise meets the requirements listed in the above paragraph. Destruction of the data as outlined in Section 4. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the secure environment.

   c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be 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 secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

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

(1) DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special 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 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 protect 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 secure area, portable devices and media with confidential DSHS data must be under the physical control of contractor staff with authorization to access the data.

(3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

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

3. **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.

b. DSHS data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. Or,

c. DSHS data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS data. Or,

d. DSHS data will be stored in a database which will contain no non-DSHS data. 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. Or,

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.

4. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in 2.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<br><br>Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks) | 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 data | 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 |

5. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise

of DSHS shared data must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery.

6. **Data shared with Sub-contractors**. If DSHS data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor 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
# Program Agreement Budget

1163-35806

**X Original Budget** **Budget Revision**

## REVENUES

| Fiscal Year | BARS Revenue Code | Fund Source | Original | 1st Revision | 2nd Revision | 3rd Revision |
|---|---|---|---|---|---|---|
| 2012 | 334 | State | 309,982 | | | |
| | 338 | Federal | 342,599 | | | |
| | | Total | $652,581 | $ | $ | $ |
| | | | | | | |