



**COUNTY
PROGRAM AGREEMENT**

DSHS Agreement Number
1563-39128

WorkFirst

- Children with Special Needs
- Onsite Family Violence Services

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 Economic Services Administration	DSHS DIVISION Community Services Division	DSHS INDEX NUMBER 1231	DSHS CONTRACT CODE 3003CS-63
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DSHS CONTACT NAME AND TITLE Alice Hildebrant WF Coordinator	DSHS CONTACT ADDRESS 2121 S State St Tacoma, WA 98405
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DSHS CONTACT TELEPHONE (253)476-7015	DSHS CONTACT FAX (253)593-2233	DSHS CONTACT E-MAIL hildea@dshs.wa.gov
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COUNTY NAME Pacific County	COUNTY ADDRESS Pacific County Courthouse Annex Post Office Box 26 South Bend, WA 98586
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COUNTY CONTACT NAME Mary Goelz		
COUNTY CONTACT TELEPHONE (360) 875-9343	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL mgoelz@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
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PROGRAM AGREEMENT START DATE 07/01/2015	PROGRAM AGREEMENT END DATE 06/30/2017	MAXIMUM PROGRAM AGREEMENT AMOUNT \$1,950.00
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EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Data Security: Exhibit A – Data Security Requirements**
- Exhibits (specify):**
 - Children with Special Needs Exhibits B – Statement of Work and Exhibit C – Monthly Reporting
 - Onsite Family Violence Services Exhibit B – Statement of Work
 - Onsite Family Violence Services Exhibit C – Monthly Report plus Attachment 1: TANF Family Violence Service Plan (*Sample*)
- Other Exhibits (specify):**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Ramona Bushnell, Contracts Officer DSHS/ESA/Community Services Division	DATE SIGNED

SPECIAL TERMS AND CONDITIONS

1. Definitions

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "CSD" means the DSHS, Economic Services Administration (ESA), Community Services Division (CSD).
- b. "Data" means any Personal Information, and/or other information accessed and gained while providing services in association with this Contract.
- c. "ESA" means the DSHS Economic Services Administration.
- d. "TANF" means Temporary Assistance for Needy Families.
- e. "WorkFirst Program" means Washington State's welfare reform program created to assist financially struggling families.

2. Purpose

The purpose of this Contract is as set forth in attached Exhibit(s).

3. Statement of Work

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Exhibit(s).

4. Consideration

Total consideration payable to Contractor for satisfactory performance of the work under this Contract, shall be paid in accordance with the fees set forth in the attached Exhibit(s).

Total consideration payable for the contract period to the Contractor for satisfactory work performance including any and all expenses under this Contract is up to a maximum of \$1,950.

Unspent funds designated for any State Fiscal Year shall remain unspent and may not be carried forward into the following State Fiscal Year.

Consideration payable per State Fiscal Year:

State Fiscal Year 2016 (July 1, 2015 through June 30, 2016) = \$975

State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) = \$975

5. Billing and Payment

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the DSHS Contact Name on page one (1) of this Contract, and not more often than monthly. The invoices shall describe and

SPECIAL TERMS AND CONDITIONS

document to DSHS' satisfaction a description of the work performed, activities accomplished, and fees.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Child Abuse and Health and Safety Concerns

In the delivery of services under this Contract, the health and safety of children and vulnerable adults shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child or vulnerable adult abuse to Child Protective Services at 1-866-END HARM.

7. Contractor Information

The Contractor shall forward to the DSHS Contact person named on page 1 of this Contract (or successor) within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status and names of staff who are current state employees.

8. Contract Suspension

DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this Contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

9. Data Sharing

a. Data Provisions:

The Contractor or Contractor's staff may not release any information to any other agency or person without specific written consent. Unauthorized disclosure of information is a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is DSHS.

b. Data Access:

- (1) The Contractor shall limit access to the client data to authorized staff whose duties specifically require access to such data in the performance of their assigned duties. Prior to making eligible client data available, the Contractor shall notify all staff with access to data of the authorized use and disclosure requirements identified in section 13 – Confidentiality and Nondisclosure.
- (2) DSHS reserves the right to revoke, at any time, an individual's authorization to access information. DSHS shall send a written Notice Termination of Access, effective no later than

SPECIAL TERMS AND CONDITIONS

date of receipt, to the effected individual. Such notice shall be made by certified mail.

10. Dispute Resolution

Either party may submit a request for resolution of a Contract dispute (rates set by law, regulation or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and Contract number, and be mailed to the address listed below within 30 calendar days after the party could reasonably be expected to have knowledge of the issue in dispute.

DSHS/Community Services Division
Attention: Contracts Unit
PO Box 45470
Olympia, WA 98504-5470

11. Fraud Reporting

The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or online at <https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>.

12. Interpretation and Translation Services

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit of this Contract.

13. Client Referrals

DSHS, at its sole discretion, shall refer clients to the Contractor on an as-needed basis, and does not guarantee any clients shall be referred to the Contractor during the period of performance of this Contract. DSHS reserves the right to withdraw any client(s) referred to the Contractor.

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - 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:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

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

h. Data stored for backup purposes.

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

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

**STATEMENT OF WORK
CHILDREN WITH SPECIAL NEEDS EVALUATIONS**

1. Definitions

- a. "Case Staffing" means a meeting, facilitated by the WorkFirst Social Worker or Case Manager, which may include but is not limited to; the parent(s), Public Health Nurse, representatives of Developmental Disabilities, Children's Administration, child care provider, or others invited by the parent or DSHS staff.
- b. "Children with Special Needs" for purposes of this contract means, children age 0-18 (up through age 21 if enrolled in Special Education or the Division of Developmental Disabilities) having a medical, developmental, mental health, or behavioral issue that requires specialized care.
- c. "DSHS staff" means the WorkFirst Social Worker, WorkFirst Case Manager, WorkFirst Supervisor, or other Community Services Division staff acting on behalf of the WorkFirst staff authorizing the evaluation or re-evaluation.
- d. "Follow-Up Evaluation" All subsequent evaluations occurring within one (1) calendar year of the date of the initial evaluation regardless of program or fiscal year.

2. Purpose

The purpose of this contract is for the Contractor to assist DSHS staff in determining a parent's ability to participate in the WorkFirst program through an evaluation of a child's special needs.

3. Contractor Obligations

The Contractor shall:

- a. Contact the parent within five working days of receipt of a DSHS referral to arrange an appointment with the parent.
- b. Contact DSHS staff within one business day if the parent misses the prearranged appointment or refuses the evaluation.
- c. Assess the impact of a child's special needs using the Special Needs Evaluation and Engagement Recommendations form (DSHS 10-255). (Forms are available through the DSHS contact named on page one of this contract).
- d. Return the evaluation form (DSHS 10-255) within ten (10) business days of completing the evaluation.
- e. Attend DSHS case staffings as requested.
- f. Provide a one-time consultation with the parent and child care provider to determine

if child care is appropriate.

- g. Refer parents to community resources, such as Childcare Resource and Referral, HeadStart, and other resources.
- h. Conduct follow-up evaluations and return the evaluation form (DSHS 10-255) when requested and approved by DSHS staff.

4. Reporting Requirements

The Contractor shall:

- a. Return the completed evaluation form (DSHS 10-255) the DSHS staff making the referral within (10) business days of date of the evaluation;
- b. Submit a completed Monthly Report (Exhibit C) or attach a copy of the completed evaluations with each billing invoice.

When approved by DSHS staff, the contractor may also choose to use the eJAS system to provide additional documentation. EJAS documentation cannot be substituted for the DSHS 10-255.

5. For EJAS Users Only:

When the Contractor chooses to use the eJAS system to report client information, the contractor shall:

- a. Use the Contractor Caseload screen:
- b. Accept or reject each referral within three (3) business days of receipt.
- c. Enter the evaluation start and end dates on or within ten (10) business days following the evaluation end date.
- d. Notify DSHS staff within one (1) business day when the client has not been present for the pre-arranged evaluation appointment.
- e. Document findings within ten (10) business days of completing an evaluation or appraisal

6. Compensation

DSHS shall compensate the Contractor for the following:

- a. Payment Point #1: \$325 for each child for whom an evaluation was completed and returned to DSHS staff.
- b. Payment Point #2: \$225 for each child whom a DSHS authorized, follow-up evaluation was completed and returned to DSHS staff.

Note: Payment points include consultation with DSHS staff, the parent, and/or child care provider when requested and DSHS staff.

