CLARK COUNTY
STAFF REPORT

DEPARTMENT: Community Services

DATE: 08/03/15

REQUESTED ACTION: That the County Manager approve a grant-funded contract with THE ARC OF SOUTHWEST WASHINGTON to provide services for individuals with intellectual and developmental disabilities.

____ Consent ____ Hearing __X__ County Manager

BACKGROUND

The State of Washington Department of Social and Health Services, through its Developmental Disabilities Administration, contracts with counties to provide or fund specific services for eligible children and adults with developmental disabilities. These particular services promote individualized skill development, independent living and community inclusion for retired individuals with intellectual and developmental disabilities.

COUNCIL POLICY IMPLICATIONS

There are no known Council Policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

There are no known Administrative Policy implications.

COMMUNITY OUTREACH

Community outreach is conducted through the Developmental Disabilities Five-Year Comprehensive Plan and via the Developmental Disabilities Advisory Board process.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	$0
Grant Fund Dollar Amount	$59,820
Account	Fund 1953 (Developmental Disabilities Administration Grant)
Company Name	The ARC of Southwest Washington

DISTRIBUTION:
Board staff will post all staff reports to The Grid. http://www.clark.wa.gov/thegrid/

Mary Strehlow, Program Manager

Vanessa Gaston, Director

APPROVED:_____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR#_____

APPROVED:_____
Mark McCauley, Acting County Manager

DATE: 8/4/15

BUDGET IMPACT ATTACHMENT – NONE

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total	$0	$0	$0	$0	$0	$0

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Total	$0	$0	$0	$0	$0	$0	$0

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total	$0	$0	$0	$0	$0	$0

CONTRACT#2016-DD-07

between

CLARK COUNTY, by and through its Department of Community Services, Contracts Unit,
1601 East Fourth Plain Blvd., Bldg. 17-A419, Vancouver WA 98661
PO Box 5000, Vancouver, WA 98666-5000
(360) 397-2130

and

THE ARC OF SOUTHWEST WASHINGTON
PO Box 2608
Vancouver, WA 98668

Program/Services Being Funded: **Community Connections**

Period of Performance:	July 1, 2015 – June 30, 2016
Contract Period:	July 1, 2015 – July 31, 2016
Budget Authority:	$59,820
Funding Sources:	State DDA, DD Property Tax

CONTRACTOR CONTACT	COUNTY CONTACT
Michael Piper, Director (360) 254-1562 michaelp@arcswwa.org	Patricia McConaughy (360) 397-2075 ext 7826 patricia.mcconaughy@clark.wa.gov

This Contract consists of the following exhibits:

☒ Special Terms and Conditions; Statements of Work
☒ Exhibit A -- Contractor Travel Reimbursement Policy
☒ Attachment A -- BAA/QSOA

Clark County and the Contractor agree to the terms and conditions of the Clark County Basic Interagency Agreement and this Contract by signing below:

FOR CLARK COUNTY:

Mark McCauley, Acting County Manager

Date: 8/4/15

FOR THE CONTRACTOR:

Signature

Date: 7/20/2014

APPROVED AS TO FORM:

Clark County Deputy Prosecuting Attorney

BUDGET SUMMARY
CONTRACT #2016-DD-07
THE ARC OF SOUTHWEST WASHINGTON

SERVICE CATEGORY	PAYMENT	BARS	REVENUE SOURCE	BUDGET
Community Connections	Fee-for-Service	568.67 568.111	DDA/DD Property Taxes	$59,320
Training and Travel	Cost Reimbursement	568.31 568.111	DDA/DD Property Taxes	$500
Required Equipment Costs	Cost Reimbursement	568.93 568.111	DDA/DD Property Taxes	$0
TOTAL				**$59,820**

SPECIAL TERMS AND CONDITIONS
DEVELOPMENTAL DISABILITIES PROGRAM
JULY 2015

The Clark County Department of Community Services, and the Clark County Developmental Disabilities Advisory Board and the Developmental Disabilities Administration (DDA) prioritize Individual Supported Employment for working age adults with disabilities, regardless of the degree of disability. In order to invest public funds in programs and agencies that produce quality services and positive, measurable outcomes for customers, choice and customer and family satisfaction is vital in the design and implementation of supports and services. The Clark County Developmental Disabilities Program provides support in planning and implementing pathways to gainful employment for all working age adults.

1. APPLICABLE REGULATIONS

The Contractor shall comply with the Revised Code of Washington (RCW), Washington Administrative Code (WAC), and all applicable federal, state, and local laws and regulations.

2. ASSIGNMENT OF MEDICAID BILLING RIGHTS

By its signature on this Contract, the Contractor assigns its Medicaid billing rights for home and community based waiver services to DDA customers eligible under Title XIX programs in this Contract.

3. CONTRACT NUMBER

The Contractor agrees to utilize the number of this Contract on all correspondence, communications, reports, vouchers and such other data concerning this Contract or delivered hereunder.

4. CUSTOMER CONFIDENTIALITY

The Contractor shall maintain each customer's personal information in accordance with state and federal regulations regarding confidentiality. This includes ensuring that all information on supported customers is maintained in a secure and confidential manner, that files and other records shall not be left in areas of unrestricted access but kept in secure areas and in locked cabinets when not in use and not secured by staff presence. 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 the services contemplated hereunder, except: As provided by law; or, In the case of Personal Information, as provided by law or with the prior written consent of the person or legal representative of the person who is the subject of the Personal Information. The Contractor shall protect and maintain all Confidential Information against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential

Information by: Allowing access only to staff that has an authorized business requirement to view the Confidential Information. The Contractor shall have a policy and procedure for meeting this obligation.

5. CUSTOMER FUNDING LIMITS AND PLANNED HOURS

The Contractor will monitor each customer's monthly Planned Hours and notify the County prior to reaching the customer's maximum Planned Hours per month. The Contractor shall provide services within the hours available to each individual customer. If it is anticipated that additional hours of service may be necessary for an individual, the Contractor shall notify the County. When the Contractor determines additional service hours are necessary during a month for a customer, the Contractor must submit a request in writing on a County-approved form. This request shall also be sent to the DDA Case Manager. Additional hours of service shall only be provided with prior written approval from the County. The Contractor shall also discuss the use of additional monthly hours with the customer and a copy of all County-approved requests to provide additional monthly hours shall be documented in the customer's file. Prior to beginning service or prior to an expected change in service, the provider will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. Service changes will not occur until the customer has received proper notification from DDA. The customer's DDA ISP is the driver for service. The CMIS County Service Authorization and updated Planned Rates information will not exceed the customer's DDA ISP. The amount of service the customer receives should match with the CMIS County Service Approval and updated Planned Rates information

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION

6.1. This certification is required by the regulations set forth in Title 2 Code of Federal Regulations Part 180. The terms "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded," as used in this clause, have the meanings set out in Title 2 CFR Part 180.995.

6.2. By signing this Contract, the Contractor certifies that neither it nor its principals, (as defined by Title 2 Code of Federal Regulations Part 180) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Clark County Department of Community Services if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

6.3. Before entering into a "covered transaction" with another party at the next lower tier, the Contractor agrees by signing this Contract that it will first verify that the person or party with whom it intends to do business is not excluded or disqualified. The Contractor may do this by:

(a) Checking the federal Excluded Parties List System (EPLS) at sam.gov

(b) Collecting a certification from the person or party; or

(c) Adding a clause or condition to the covered transaction with that person or party that fully meets the requirements set out in Title 2 Code of Federal Regulations Part 180

6.4. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person or party who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

6.5. The certification in this clause is a material representation of fact upon which reliance is placed at the time of Contract execution and at the time of any subsequent modification(s). If it is at any time determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

6.6. Before hiring any new employee, the Contractor shall conduct a search of the Federal Excluded Parties List System referenced above to ensure that the individual is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The search must be conducted by the Contractor *prior to* making an employment offer. Evidence of search results must be maintained in the employee's personnel file.

6.7. The Contractor shall maintain written documentation of its compliance with the above-stated requirements and make said documentation available to Clark County for review upon request.

7. DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are incorporated by reference into this Contract and are fully set forth herein, including any amendments, modifications, successors or supplements thereto:

7.1. The DSHS and County Agreement on General Terms and Conditions

7.2. The 2015-2016 County Program Agreement with DSHS for DDA County Services, and subsequent agreements and amendments

7.3. DSHS DDA Policies, as applicable; available at:
https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual

4.11 – County Services for Working Age Adults
5.02 – Necessary Supplemental Accommodation (NSA)
5.05 – Limited English Proficiency (LEP)
5.06 – Client Rights

5.13 – Protection from Abuse: Mandatory Reporting
5.14 – Positive Behavior Support
5.15 – Use of Restrictive Procedures
5.16 – Use of Psychoactive Medications
5.17 – Physical Intervention Techniques

6.08 – Mandatory Reporting Requirements for Employment and Day Program Services Providers
6.13 – Employment/Day Program Provider Qualifications
9.03 – Employee Protections from Blood borne Pathogens (05/01/2009)
9.07 – Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS)
12.01 – Incident Reporting and Management

7.4. Clark County Developmental Disabilities Program Policies and Procedures, as applicable

7.5. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act

7.6. The Budgeting and Accounting Reporting System (BARS)

7.7. DSHS/Disability Rights of Washington Access Agreement available at: https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy13.04.pdf

7.8. The Clark County Basic Interagency Agreement

7.9. DDA Criteria for Evaluation

7.10. WAC 388-850, WAC 388-845, WAC 388-828

7.11. DDA Community Access Billable Activities, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20Community%20Access%20Billable%20Activities.pdf

7.12. DDA Employment Activities -- Strategies and Progress /Outcome Measures, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf

7.13. DDA Employment Phases and Billable Activities, available at https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/CO%20-%20DDD%20Employment%20Activities%20Strategies%20Progress%20Outcome%20Measures.pdf

7.14. County Guidelines, available at

https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf

8. DRUG-FREE WORKPLACE POLICY

The Contractor shall have a "Drug-Free Workplace" Policy that describes the steps taken to deter the use of drugs, including alcohol, in the workplace and that addresses the Drug-Free Workplace Act of 1988. The policy should include any provisions for education, scope of prohibited substances, testing, employee assistance, discipline, and employee responsibilities.

9. DUPLICATION OF PAYMENT

The Contractor certifies that work for services billed under this Contract does not duplicate any work to be charged against any other Contract, Statement(s) of Work, or other source including private pay, insurance, Division of Vocational Rehabilitation (DVR), and Social Security work incentives. The Contractor shall document the amount and type of other funding in customer case files.

10. ELIGIBILITY FOR SERVICES

Only customers determined eligible by DDA and/or approved for funding by the County shall be eligible for services reimbursed under this Contract. Funding must be approved by the County prior to the provision of any services under this agreement.

11. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. Both parties recognize that time is of the essence in the performance of this Contract. It is agreed by the parties that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

12. EMPLOYMENT VERIFICATION PROGRAM

12.1. If the amount of this Contract is equal to or greater than $25,000, the Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this Contract and shall verify employment eligibility using the E-Verify website throughout the term of the Contract.

12.2. If the Contractor has sub-contracts in an amount equal to or greater than $25,000 working in support of this Contract, the Contractor is responsible for ensuring that the sub-contractor provide a DHS MOU or proof of pending application (followed by an MOU) within 30 days after the contract start date.

12.3. Pre-employment searches must be conducted by the Contractor (and its covered subcontractors) *prior to* making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this Contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any sub-contractors assigned to the perform work under the Contract.

12.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: http://www.uscis.gov/e-verify.

13. FISCAL AUDIT

13.1. The Contractor shall comply with Generally Accepted Accounting Principles (GAAP) and/or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.

13.2. The above requirement may be demonstrated either by submission of an annual independent auditor's report, review report, or by the submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year.

13.3. If an annual audit or review by an accountant is not performed, financial statements shall be submitted within ninety (90) days of the mid-point and end of the Contractor's fiscal year. The financial reports shall include:

13.3.1. Non-Profit Contractors – A Statement of Financial Position, Statement of Activities, and Statement of Changes in Net Assets and Statement of Cash Flows.

13.3.2. For-Profit Contractors – A Balance Sheet, Income Statement, and Statement of Cash Flows.

13.3.3. Public Entities are exempt from the semi-annual financial reporting requirement.

13.4. If the Contractor is a non-profit organization or public entity, and expends federal funds or has federally-funded loan balances at the end of the Contractor's fiscal year, the Contractor shall prepare a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 C.F.R §200.508. The Contractor shall submit the SEFA to Clark County within ninety (90) days of the end of the Contractor's fiscal year.

13.5. If the Contractor expends $750,000 or more in federal funds during the fiscal year, a single audit is required. The Contractor shall provide the County with a Corrective Action Plan for any audit findings as well as a copy of any Management Letter, SAS 114, or Governance Letter within thirty (30) days of issuance by the auditor. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is

received.

13.5.1. Non-Profit Contractors and Public Entities – The audit report must meet the requirements of 2 C.F.R §200 with assurances of financial record-keeping that identifies all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. 2 C.F.R §200 requires the Contractor to provide the auditor with a Schedule of Expenditures of Federal Awards (SEFA) for the fiscal year(s) being audited. Audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.

13.5.2. For-Profit Contractors – An independent audit, an independent limited scope audit, or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Contract shall be completed and submitted to the County within nine (9) months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

14. INSURANCE

14.1. At the execution of this Contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) or Business Owners Policy (BOP), showing the broker of record, insurance limits, renewal dates, deductible that is less than or equal to $5,000, and $1,000,000 of annually renewing occurrence based coverage. A "Claims-Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limits, to include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsements excluding nor limiting product/completed operations, contractual liability or cross liability. In all cases, the Contractor's policy is primary and they waive their right of subrogation.

14.2. The Contractor agrees to endorse the County as an "Additional Insured" on the CGL or BOP policy with the following, or similar, endorsement providing equal or broader additional insured coverage: the CG2026 07 04 Additional Insured – Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured – Owners, Contractor, or the CG2010 07 04 Contractor, or Contractor endorsement, including the "Additional Insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor – Completed Operations, which shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

14.3. At the execution of this Contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with $1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by Contractor. If vehicles are not used, on letterhead, a letter to the County must state the same. This coverage may be added to the above CGL or BOP ACORD Form(s).

14.4. The Contractor shall provide to the County proof of a professional liability/errors and omissions insurance policy to protect against legal liability arising out of Contract activity. Coverage shall include medical malpractice if medical services are provided. Such insurance shall provide a minimum of $1,000,000 per occurrence, with a $3,000,000 aggregate, with a maximum deductible of $5,000. It should be an occurrence based policy. However, if the policy is a claims-made policy, then tail coverage must be provided for three (3) years after the end of the Contract.

14.5. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, the Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extended coverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to the County. The Contractor shall maintain insurance throughout the Contract term and if a policy is cancelled or terminated, it is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and to notify the County of any change in its insurance. The address for all certificates will be written as follows: Clark County, Department of Community Services, Attention: Contracts Unit, PO Box 5000, Vancouver, WA 98666.

15. LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure compliance with Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, and Executive Order No. 13166: Improving Access to Services for Persons with Limited English Proficiency. The Contractor shall ensure all their employees review DDA Policy 5.05 and customers receive accommodations in compliance with LEP policies.

16. OPERATIONAL REQUIREMENTS

The Contractor shall adhere to the following procedures in providing services and business operations:

16.1. Ensure that all staff receives required training as determined by DDA Policy 6.13 Provider Qualifications for Employment and Day Program Services and the Clark County DD Program that meets County and State approved standards and the needs of customers in service. All staff shall receive required trainings every two (2) years after initial training. Proof of trainings shall be kept in personnel files.

All training requirements are the responsibility of the Contractor and shall include:

16.1.1. Prior to working with customers unsupervised, employees must have knowledge of and receive training in the following areas:

i. Customer confidentiality
ii. Current individual work and support plans for each customer with whom the employee works
iii. DDA Policy 4.11, County Services for Working Age Adults, as applicable
iv. DDA Policy 5.06, Client Rights
v. DDA Policy 5.13, Protection from Abuse: Mandatory Reporting
vi. DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers – All Contractor staff members are required to complete the DDA Employment and Day Program Services Providers: Mandatory Reporting of Abandonment, Abuse, Neglect, Exploitation, or Financial Exploitation of a Child or Vulnerable Adult form. A copy of this form must be maintained in each employee's personnel file
vii. DDA Policy 9.07, HIV and AIDS
viii. First Aid and CPR (current)
ix. Bloodborne Pathogens
x. DDA Policy 12.01, Incident Reporting and Management and County-approved Incident Reporting Form

16.1.2. Within one (1) month of employment, employees must receive training in the following:

i. DDA Policy 5.17, Physical Intervention Techniques
ii. Waiver requirements

16.1.3. Within three (3) months of employment, employees must receive training in the following:

i. DDA Policy 5.14, Positive Behavior Support Adult
ii. DDA Policy 5.15, Use of Restrictive Procedures Adult
iii. DSHS/Disability Rights of Washington (DRW) Access Agreement
iv. County Guidelines published by the Washington State Department of Social and Health Services Developmental Disabilities Administration

16.2. The Contractor shall communicate directly with the assigned County Program Coordinator on issues related to service provision and/or funding for supported customers. All required submissions regarding this Contract shall also be directed to the assigned County Program Coordinator, including communication regarding planning, exceptions to policy, and incidents.

16.2.1. The Contractor shall return all phone calls and emails within two (2) business days.

16.3. The Contractor shall follow these procedures regarding customers' health and safety:

16.3.1. Adhere to DDA Policy 6.08: Mandatory Reporting Requirements for Employment and Day Program Services Providers and the County DD Program requirements regarding incident reporting.

The Contractor's staff are considered "mandated reporters" under RCW 74.34.020(11) and must comply with reporting requirements described in RCW 74.34.035.040 and Chapter 26.44 RCW.

If the Contractor is notified by the County or DSHS that a staff member has been cited or is on the registry for a substantiated finding, then that staff member must be prohibited from providing services under this contract.

16.3.1.1. DDA Policy 6.08 requires that the Contractor have written policies and procedures to address the agency's actions when a staff person is accused of abandonment, abuse, neglect, exploitation, financial exploitation, or mistreatment of DDA clients. These procedures must adhere to current laws, rules, and policies pertaining to abuse/neglect reporting.

16.3.1.2. DDA Policy 6.08 also requires that the Contractor take steps to ensure that an accused staff member does not work unsupervised with clients until an investigation has been completed by the authorities.

The Contractor will promptly report to the County and DDA Case Manager if they have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and, 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.

16.3.2. Complete notification and a written incident report within the timeframes indicated below to DDA case management, other agencies as appropriate, and the County. The report shall document all incidents, and any pertinent medical information or health changes including but not limited to behavioral issues, injury, criminal convictions or charges, use of restrictive physical interventions, and health or safety issues regarding the customer. The report shall be filed on a County Incident Reporting form.

16.3.2.1 All of the following shall be reported to Clark County and Case Manager within one hour:

A. Known media interest or litigation

B. Death of a customer

C. Natural disaster or other conditions threatening the operations of the program

D. Alleged sexual abuse of a client by contractor, employee,

volunteer, licensee, or sub-contractor

E. Clients missing from supervision in cases where a missing person report is being filed with law enforcement

F. Injuries resulting from abuse/neglect or unknown origin requiring hospital admission

G. Client arrested with charges or pending charges for a violent crime

16.3.2.2 All of the following shall be reported to Clark County and Case Manager within one working day:

A. Alleged or suspected abuse, abandonment, neglect, exploitation or financial exploitation of a client by contractor, employee, volunteer, licensee or sub-contractor

B. Client Injury of unknown origin (see definitions in DDA policy 12.01)

C. Criminal activity perpetrated by a contractor employee

D. Criminal activity by customer resulting in a case number being assigned by law enforcement

E. Sexual abuse of a customer not reported in section 16.3.2.1 above

F. Injuries resulting from customer to customer abuse requiring medical treatment beyond First Aid

G. Injuries of known cause (other than abuse) resulting in hospital admission

H. Missing person (see definitions in DDA policy 12.01)

I. Death of a client (not suspicious or unusual)

J. Alleged or suspected abuse, abandonment, neglect, exploitation, or financial exploitation by other non-client/non-staff screened in by APS or CPS for investigation

K. Criminal activity against customer by others resulting in a case number being assigned by law enforcement

L. Restrictive procedures implemented under emergency guidelines (see definitions in DDA policy 12.01)

M. Emergency medical hospitalizations

16.3.3. Ensure that emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is available for each customer.

16.3.4. Employ staff aged 18 years or older and conduct a background criminal history clearance every three (3) years for all employees, subcontractors, and/or volunteers who may have unsupervised access to vulnerable DSHS customers, in accordance with RCW 43.43.830-845, RCW 74.15.030, WAC Chapter 388.06, and 388-825.

The Contractor must have prior written County response before permitting staff with convictions that are not automatically disqualifying to have unsupervised access to customers. The DSHS Background Check Central Unit (BCCU) shall be utilized to obtain all background clearances.

If the Contractor elects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would automatically disqualify the applicant from having unsupervised access to children and/or vulnerable adults as defined in RCW Chapter 74.34.020 Definitions, then the County shall deny payment for any subsequent services rendered by the disqualified staff.

16.3.5. The Contractor shall ensure all services are provided in accordance with the DDA Criteria for Evaluation, federal, state and local safety standards, including U.S. Department of Labor, Occupational Health and Safety Administration standards and shall include a safety review of volunteer and work areas as well as required safety equipment for the customer.

16.4. Maintain and adhere to a County-approved written grievance procedure for customers in accordance with the DDA Criteria for Evaluation and DDA Necessary Supplemental Accommodation (NSA) Policy 5.02 and that it:

16.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate

16.4.2. Provides for negotiation of conflicts

16.4.3. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved and may include the DDA Case Manager as an alternative option

16.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts

16.4.5. Prohibits retaliation for using the grievance process

16.4.6. Includes a process for tracking and reporting grievances

16.4.7. Acknowledges that all customers have freedom of choice of providers and shall cooperate with the County and DDA to ensure this right. This includes directing customers to their DDA Case Managers if they indicate an interest in changing services or providers

16.4.8. Has timelines for filing and responses

16.4.9. Has formal and informal process for resolution, including arbitration, if necessary

16.4.10. Notifies the County and DDA Case Manager when a grievance requires formal arbitration

16.4.11. Notifies the customer that they may contact the County and DDA Case Manager if unsatisfied with Contractor response

16.4.12. Documents the customer's receipt of written procedure in the customer's file

16.5. The Contractor shall cooperate and collaborate with the County, other entities, the customer and family members in the provision of services, planning and information sharing, and meet with the County upon request.

16.6. The Contractor or the Contractor's staff shall not serve as an employer or a decision maker for a customer or a customer's family members or provide any form of guardianship, legal representation, payee, or residential supports to customers receiving services under this Contract. This provision may be waived upon written approval of the County.

16.7. Use Release of Information (ROI) forms that, at a minimum:

16.7.1. Include the name, address, phone number and contact person of the entity requesting the information

16.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified

16.7.3. State specific information being requested and the purpose for the request.

16.7.4. Prohibit the re-release of information

16.7.5. Include an expiration date for the request. The expiration date may not be more than ninety (90) days from the date of the request. In some instances where there is a need for on-going communication, such as DVR or a County service provider, the release may be for a maximum of one (1) year and must indicate the end date

16.7.6. Include the customer's or legal guardian's signature and date of signature

16.8. The Contractor shall have a written performance plan that describes program objectives, expected outcomes, how and when objectives and outcomes will be accomplished, and shall have an administrative/organizational structure that clearly defines responsibilities with a current organizational chart. The plan shall be evaluated at least biennially and revised based on actual performance.

16.8.1. The Contractor shall send a copy of their written performance plan to their County contact person for approval by August 30, 2015.

16.9. Each individual shall have one (1) file with a table of contents. All service documentation shall be included in the file. In the event that the file becomes full, a Volume II shall be created for the customer. An individual case note shall be created for each individual and shall correlate with each individual's service billed to the County. All case notes shall be in chronological order. Older case notes will be in the back and the most recent case notes will be in the front. Other forms of documentation will not be accepted when reviewing files for billing verification.

Minimum standards for case notes:

- Customer name
- Date of service
- Start time
- Duration of services (in minutes)
- Description of services provided
- Service setting
- Authentication, including printed name, and title of person providing service

17. PAYMENT AND BILLING PROVISIONS AND REPORTING REQUIREMENTS

17.1. The County shall reimburse the Contractor on a fee-for-service basis unless otherwise designated in the Statement(s) of Work for providing services described in the Statement(s) of Work. Services billed more than sixty (60) days after the date of service will not be paid as the County will not be able to bill the State. Payment shall be made upon receipt of an invoice and documentation of the services performed and any required County and customer reports, including copies of County approvals for any exceptions to policies, subject to the following provisions:

17.1.1. The Contractor shall submit a Clark County invoice and CMIS Report by the 10th of each month for reporting and payment purposes.

17.1.1.1. The Contractor shall use a Clark County invoice that shall identify the month and year of service, the Contract number, and all services being billed for the previous month. If received by the 10th of the month, payment to the Contractor will be processed within twenty (20) days of the

receipt of a complete and accurate invoice and CMIS report.

17.1.1.2. The Contractor shall submit a CMIS Report that includes all customers authorized by the County for service without regard to source of funding.

17.1.1.3. The Contractor shall report all funds received for customers who have multiple funding sources for employment services, upon request.

17.1.1.4. If the County does not receive a complete and accurate billing by the 20th of the month, the invoice will not be processed for payment until the following month.

17.1.1.5. Contractor shall bill to the quarter hour.

17.2. The Contractor shall bill only for services to customers who:

17.2.1. Are authorized for service through a County Approval

17.2.2. Have a Service Plan

17.2.3. Are accepted for service by the Contractor

17.3. For training related travel expenses, the Contractor shall bill in accordance with the Contractor Travel Reimbursement Policy (Exhibit A).

17.4. For fee-for-service activities, the Contractor shall be reimbursed based upon the total units of service delivered for each Statement of Work activity. The Contractor will maintain records of service delivery to justify the fees being claimed. Costs covered by fee-for-service payment shall not be submitted for cost reimbursement.
For Individual Employment Services, fees shall be based on the DDA Employment Phases and Billable Activities (Exhibit C).
For Community Connections Services, fees shall be based on the DDA Community Access Billable Activities.

17.5. The County may adjust the funding between budget categories or line items in a Statement of Work based on actual costs and/or projected changes in need. The Contractor may also request changes in categorical funding within a Statement of Work. However, funding may not be rolled over from one fiscal year to the next.

17.6. Reporting erroneous service information regarding a County-funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible Contract termination.

17.7. Overbilling the County for any reason will result in corrective action, repayment,

and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse.

17.8. Funds received from the County shall not be used to provide cash benefit to the supported customer or family member, whether salary, bonuses or benefits.

18. PERIOD OF PERFORMANCE AND CONTRACT PERIOD

18.1. Subject to its other provisions, the Period of Performance of this Contract is July 1, 2015 through June 30, 2016.

18.2. Services shall be provided and billable costs incurred within the Period of Performance, and billings shall be submitted in accordance with the schedule in Section 17, Payment and Billing Provisions.

18.3. The Contractor shall have until the final day of the Contract Period to submit reports and complete non-billable end of contract activities.

18.4. The County reserves the right to extend the Contract, with the same terms and conditions, or offer a new contract upon satisfactory Contractor performance.

19. PROCUREMENT

19.1. The procurement method for this Contract was an RFQ.

19.2. For those services that have a qualified providers list, a Contractor that is placed in corrective action shall be removed from the list and shall not accept new customers.

20. RECORDS RETENTION

The Contractor shall:

20.1. Retain all financial, statistical, property, materials, supplies, participant records, and supporting documentation for a period of seven (7) years from the termination of the Contract. Upon termination of the contract the County reserves the right to request that all records shall be returned to the County.

20.2. Retain records for non-expendable property for a period of seven (7) years after final disposition of the property.

20.3. If any litigation, audit or bankruptcy is begun, or if a claim is instituted involving the Contract or any agreement covered by the records, retain the related records until the litigation, audit, or claim has been finally resolved.

20.4. Make available to the County for review any documents and records that relate to the performance of duties or other requirements of this agreement. Withholding of relevant documents may result in termination of this Contract.

21. SUBCONTRACTING

Contractor shall not subcontract for services associated with this Contract.

22. SURVIVABILITY

Certain terms and conditions are intended to survive the expiration of the Contract. Surviving terms include, but are not limited to: Records Retention, confidentiality, monitoring cooperation, financial management and data, payment terms for the last month of service, insurance provisions for potential claims through their statute of limitations, including tolling.

23. WORK PRODUCTS

Work products developed as a result of this Contract will be owned by the County. Such work products may include but are not limited to reports, maps, charts, materials, software systems and other products created as a result of the work performed under this Contract.

EXHIBIT A

CONTRACTOR TRAVEL REIMBURSEMENT POLICY

I. The following travel related expenses are allowable costs if incurred in conjunction with travel for the performance of work under contract with Clark County. [1]

A. Actual costs of air, bus, train, taxi, tolls, car rentals and parking fees. Personal automobile usage will be reimbursed at the prevailing IRS rate per mile from the employee's business location to the travel destination. In instances where personal automobile usage exceeds the cost of airfare, reimbursement will be limited to the cost of traveling to the same destination by coach class airfare.

B. Actual costs of hotel or motel accommodations at single occupancy rates up to the per diem maximum lodging rate for the applicable locality established by the U.S. General Services Administration [2]. The maximum lodging rate is exclusive of lodging taxes.

C. Meals and incidental expenses (M&IE) at the per diem rates for each locality as established by the U.S. General Services Administration [2].

D. Other reasonable and ordinary expenses that are related to the performance of the contract and incurred by the contractor while on official business. Examples of these costs are business related phone calls, registration fees and fax transmissions.

II. It is expected that travel for business conducted in Vancouver, WA will be based upon the per diem rates established for the Vancouver, WA per diem locality, without regard to actual location of lodging.

III. Travel and expense reimbursements must be submitted in accordance with Section I with supporting documentation for days of travel and include receipts for expenses that are reimbursed at actual cost. The Contractor will be required to state, on the invoice, departure time for the first day of the trip and the return time on last day of the trip (or both for a one day trip) [3].

IV. Definitions for M&IE

A. Meals. Expenses for breakfast, lunch, dinner and related tips and taxes (specifically excluded are alcoholic beverage and entertainment expenses, and any expenses incurred for other persons).

B. Incidental expenses. Fees and tips given to porters, baggage carriers, bellhops, hotel maids, stewards or stewardesses and others on ships, and hotel servants in foreign countries; and, transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the lodging or business site.

(1) Federal Travel Regulations are available at the GSA website, www.gsa.gov/federaltravelregulation. Domestic per diem locality rates may be accessed from the section on Travel and Per Diem at http://www.gsa.gov/perdiem. Do not use this site for the mileage reimbursement rates. The Department of Community Services uses the IRS published mileage reimbursement rates.

(2) The per diem locality rate for Vancouver, WA, is up to $113 plus taxes for lodging and $56 for M&IE (meals and incidental expenses).

(3) M&IE per diem calculation based on County Policy. To calculate the M&IE per diem on travel days, use the chart below. On the first day of travel, the Departure Before" time refers to the time the Contractor departs home or office to travel to Vancouver or final destination for trip. The "Return After" time refers to the time the Contractor arrives back at the place of departure.

Departure Before	Return After	Percent of Per Diem
7 am	10 am	25%
11 am	2 pm	30%
5 pm	7 pm	45%

STATEMENT OF WORK #1
CONTRACT #2016-DD-07
THE ARC OF SOUTHWEST WASHINGTON

SERVICE CATEGORY	PAYMENT	BARS	REVENUE SOURCE	BUDGET
Community Connections	Fee-for-Service	568.67 568.111	DDA/DD Property Taxes	$59,320
Training and Travel	Cost Reimbursement	568.31 568.111	DDA/DD Property Taxes	$500
Required Equipment Costs	Cost Reimbursement	568.93 568.111	DDA/DD Property Taxes	$0
STATEMENT OF WORK TOTAL				**$59,820**

A. COMMUNITY CONNECTIONS

A.1 SERVICE DEFINITION

Community Connections Services are individualized services provided in typical inclusive community settings for individuals in retirement. Services will promote individualized skill development, independent living and community inclusion for persons' to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn practice and apply skills that result in greater independence and community inclusion.

A2. SERVICE REQUIRMENTS

A2.1. All services shall be delivered within Clark County with the exception of Community Connections customers who are participating in trips organized by Clark County community groups or clubs.

A2.2. To ensure health and safety, a positive image, relationships in the community, increase competence and individualized skill building, and other expected benefits of Community Connections, services will occur individually. Services shall be delivered on a one (1) staff to one (1) customer basis and not in combination with other Contractor staff and/or individuals with developmental disabilities.

A2.3. Community Connections services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed. The Contractor shall provide Community Connections Services that include the following service standards:

A2.3.1. Provide support necessary to build and strengthen relationships with

community members who are not paid to be with the customer;

A2.3.2. Connect customers with community members that share the customer's interests, culture, talent and gifts that can contribute to and be shared with others with similar interest(s);

A2.3.3. Provide individualized community activities based on personal preference and within culturally appropriate settings;

A2.3.4. Support individual participation in clubs, associations, and organizations as members and in decision-making capacities.

A2.3.5. An individual receiving Community Connections services may at any time choose to pursue work and to receive employment support.

A2.4. The Contractor shall not receive County support for customers volunteering within their organization or other County service providers.

A2.5. The Contractor shall ensure volunteer opportunities comply with applicable U.S. Department of Labor standards which may be viewed at http://www.dol.gov/opa/aboutdol/lawsprog.htm as well as all applicable Washington State Department of Labor and Industry standards which may be viewed at http://www.lni.wa.gov/.

A2.6. The Contractor shall maintain staff experienced in providing this service based on DDA Policy 6.13.

A2.7. The Contractor shall support continued development of the services listed above through activities such as, but not limited to: reviewing draft documents and providing feedback to the County, participating in all County required trainings and attending all service development meetings.

A2.8. For customers with guardians, legal documentation of the guardianship must be in the customer file. Documents must be signed by the appropriate entity.

A2.9. In accordance with DDA Policy 5.02 and DDA Criteria for Evaluation, the Contractor shall provide to each customer, prior to providing services, the information listed below. The Contractor shall document, by the customer and/or guardian signature, that the customer has received this information. When appropriate, the customer's family, guardian or advocate shall also be informed.

A2.9.1. The customer rights regarding privacy, respectful staff-to-customer interactions, grievance procedures, and the right to be treated with dignity and respect and free of abuse;

A2.9.2. The process for changing service providers or services, which shall include a grievance procedure and guidance for the customer to be directed to their DDA Case Manager;

A2.9.3. Services, service hours, and benefits the customer may expect from the Contractor;

A2.9.4. The customer responsibilities; and

A2.9.5. Other information pertinent to the service and Contractor.

A2.10. The Contractor shall participate in DDA Individual Service Plan (ISP) meetings for customers and keep a copy of the ISP and DDA Assessment in the customer file.

A2.11. Prior to beginning service, the Contractor will clearly communicate to the customer the maximum service hours per month the customer can expect to receive. The Contractor shall keep written confirmation of this communication in the customer file. The amount of services a customer receives will be based on the customer's acuity per WAC. Changes to hours of service shall occur as needed at the annual ISP meeting. If a change in the maximum service hours(s) is expected outside of the ISP meeting, the Contractor shall make a request to the County on a county approved form and notify the customer prior to the change. The maximum service hour(s) will correlate with the CMIS Planned Rates information and the customer ISP.

A2.12. The Contractor shall provide all customer services according to customer need or at least one (1) direct face to face contact per month. If a customer will not be receiving a direct monthly contact, the Contractor shall immediately inform the County via email and attach a copy of the notification to the monthly invoice.

A2.13. The Contractor shall immediately inform the County of any customer who is not actively participating in services.

A2.14. If a customer chooses to utilize any third-party to assist with planning, the Contractor shall cooperate with that party and the planning team.

A2.15. Within 60 days of the service authorization date, the Contractor shall have a current, fully signed, County-approved Service Plan for a customer in accordance with DDA Criteria for Evaluation and DCS Policy 43 – Service Plans.

A2.16. Customer Service Plans shall be kept current and be completed at least annually in accordance with DDA Criteria for Evaluation and DCS Policy 43 – Service Plans.

A2.17. The Service Plan shall include information that identifies and addresses the individualized goal and support needs for each customer.

A2.18. All services shall be provided and outcomes delivered according to the customer plan. Services provided that are not identified in the plan shall not be compensated unless a written exception is granted by the County.

A2.19. The Contractor shall provide a Service Outcome Report every six months for all

customers. The Report shall describe outcomes of customer activities to the customer/guardian, and DDA Case Manager. The report shall summarize the progress made towards the individualized goals and be submitted to the customer and/or guardian, and DDA Case Manager within 30 days of the end of the six month period.

A2.20. Examples of approved Community Connections Activities include:

- Public Transit Training
- Community Classes
- Club Memberships
- Volunteerism

A2.21. The Contractor shall not engage in nor bill the County for the following Non-Allowable Community Connections Activities:

A2.21.1. Meeting within the customer's home, except for brief planning meetings. If the customer requires a transition period to adjust to leaving their home and proceeding into the community, an exception may be granted by the County through the customer Service Plan;

A2.21.2. Community Connections funding shall not support or contribute to customer therapies, telephone or internet access, gambling, liquor, nightclubs, personal items or meals for the customer or the Contractor staff;

A2.21.3. Community Connections activities shall not be those that could otherwise be provided as respite referenced by the Washington State Developmental Disabilities Administration (DDA) at: https://www.dshs.wa.gov/altsa/home-and-community-services/respite-care;

A2.21.4. Eating out with the customer is only permitted if within the customer's local neighborhood, and can be proven to be for the purpose of serving to build a relationship between the customer and the restaurant staff, or regular restaurant patrons. Only eating-out activities that are specifically identified within the customer Service Plan are billable. The Contractor's staff-time expended on eating-out activities with the customer, if not identified within the customer Service Plan shall not be reimbursed by the County;

A2.21.5. Shopping and movies are not permitted. Activities conducted at a store or shopping mall shall be identified within the customer Service Plan. If store and shopping mall activities are not identified within the Service Plan, the Contractor's staff-time expended in the activities shall not be reimbursed by the County;

A2.21.6. Community Connections services will focus on activities that are typically experienced by the general public. Support to participate in

segregated activities will not be reimbursed; and

A2.21.7 A client receiving Community Connections services will not receive employment services simultaneously.

B. PAYMENT

The County will pay for **Community Connections** activities under this statement of work in accordance with the DDA Community Access Billable Activities, Payment and Billing Provisions, the Reporting Requirements in the Special Terms and Conditions of this Contract, the Service Rate identified in this Statement of Work, and the Customer Service Plan.

B1. Service Rates

The rate for these services is $30.00 per hour

B2. Required Equipment Costs

The County may require that the Contractor purchase equipment or other special program specific items for the effective provision of services to customers with developmental disabilities. The County will reimburse the Contractor for these required items subject to prior written approval by the County. The approval shall be based upon written documentation submitted by the Contractor to include vendor name, cost, product model and description of the requested items.

B3. Training and Travel

The Contractor shall participate in trainings, pre-approved by the County, to increase knowledge and skills to provide quality services. Travel expenses related to training shall be reimbursed in accordance with the Contractor Travel Reimbursement Policy (Exhibit A). The Contractor shall not bill for trainings that are reimbursable by other funding sources. The County will reimburse the Contractor for trainings only with prior written approval.

Attachment A

Business Associate Agreement and Qualified Service Organization Agreement Between The ARC of Southwest Washington and Clark County Department of Community Services

This Business Associate Agreement (BAA) and Qualified Service Organization Agreement (QSOA) is entered into between Clark County Department of Community Services (the "Covered Entity") and The ARC of Southwest Washington (the "Business Associate").

Recitals

A. Business Associate provides Community Connections services for Covered Entity (the "Services") which sometimes may involve (i) the use or disclosure of Protected Health Information (as defined below) by Business Associate, (ii) the disclosure of Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate, or (iii) the creation, receipt, maintenance, or transmission of Electronic Protected Health Information (as defined below) by Business Associate. Accordingly, the use, disclosure, transmission, or maintenance of Protected Health Information by Business Associate is subject to the privacy regulations (the "HIPAA Privacy Regulations") and the security regulations (the "HIPAA Security Regulations") promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and 45 C.F.R. Parts 160 and 164 with respect to such Services. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)).

B. This Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, use, disclose, maintain, transmit or receive, Protected Health Information on behalf of Covered Entity. This Agreement will also govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain or transmit, EPHI on behalf of Covered Entity.

Agreement

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations and the HIPAA Security Regulations. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 Breach. "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 Electronic Protected Health Information or EPHI. "Electronic Protected Health

Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 Individual. "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 Individually Identifiable Health Information. "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.

1.6 Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.9 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the HIPAA Privacy Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required by Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in

such format in which case Business Associate will provide Covered Entity a standard hard copy format.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI received from, or created or received by Business Associate on behalf of, Covered Entity; and (b) EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the

Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. § 164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

4. Obligations of Covered Entity.

4.1 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.2 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.3 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure are feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Qualified Service Organization Agreement. Covered Entity and Business Associate hereby acknowledge that Business Associate and its agents and employees have, as applicable, complied, and will comply, with 42 USC §290dd-2 and 42 CFR Ch. 1, part 2, §§2.11 et seq. (the "Federal Drug and Alcohol Regulations") in that:

7.1 The parties acknowledge that if Business Associate receives, processes, reviews, or otherwise deals with any Covered Entity patient records during the course of the Services Business Associate and its employees will be providing to Covered Entity, that each and every one of said employees will be fully bound by the Federal Drug and Alcohol Regulations;

7.2 Each of Business Associate's employees and agents will maintain Covered Entity's patient identifying information in accordance with federal and state confidentiality rules governing drug and alcohol treatment records;

7.3 Each of Business Associate's employees and agents will comply, as applicable, with the limitations on disclosure, redisclosure and use set forth in 42 CFR Ch. 1, part 2, §§ 2.16 and 2.53; and

7.4 If necessary, each of Business Associate's employees and agents will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Federal Drug and Alcohol Regulations.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations or the HIPAA Security Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations, the HIPAA Security Regulations, and the Federal Drug and Alcohol Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding

on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity:	Clark County Department of Community Services ATTN: Contract Section PO Box 5000 Vancouver, WA 98666-5000
If to Business Associate:	The ARC of Southwest Washington ATTN: Michael Piper PO Box 2608 Vancouver, WA 98668

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT AND QUALIFIED SERVICE ORGANIZATION AGREEMENT to be duly executed as of the Effective Date.

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.

(d) Physically secure the portable device(s) and/or media by:

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

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

(g) 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	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	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 sub- Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.