

**CONTRACT #2018-DD-24**

between

**CLARK COUNTY**

P.O. Box 5000, Vancouver, WA 98666

and

**EDUCATIONAL SERVICE DISTRICT #112**

2500 NE 65<sup>th</sup> Avenue, Vancouver, WA 98685

<b>Program:</b>	<b>Early Intervention Services</b>
Contract Period:	July 1, 2017 through June 30, 2018
Revised Total Contract Amount:	\$102,854.40
Funding Sources (RT):	Fund 1953 State DDA and DD Property Tax
DUNS Number:	091293175

CONTRACTOR CONTACT	COUNTY CONTACT
<p style="text-align: center;">Carol Hall 360-952-3514 <a href="mailto:carol.hall@esd112.org">carol.hall@esd112.org</a></p>	<p style="text-align: center;">Kristin Wade 360-397-2075 x 7830 <a href="mailto:kristin.wade@clark.wa.gov">kristin.wade@clark.wa.gov</a></p>

By signing below, Clark County, hereinafter referred to as the "County," and Educational Service District #112, hereinafter referred to as the "Contractor," agree to the terms of this Contract including the Business Associate Agreement, as well as the Clark County Department of Community Services General Terms and Conditions, as amended, which are incorporated herein by reference with the same force and effect as if they were incorporated in full text. The full text version of the County's General Terms and Conditions are available at <https://www.clark.wa.gov/community-services/general-terms-and-conditions>. Hard copies will be provided by Clark County upon request.

**FOR CLARK COUNTY:**

**FOR EDUCATIONAL SERVICE DISTRICT #112:**

DocuSigned by:  
  
 49E241AD5AAE452 7/24/2017

DocuSigned by:  
  
 B3237BB86B7C4A8 7/14/2017

Jim Rumpeltes, Interim County Manager

Tim Merlino, CEO

**APPROVED AS TO FORM ONLY:**

DocuSigned by:  
  
 F6B2CB11526542F... 7/14/2017

Amanda Migchelbrink  
Deputy Prosecuting Attorney

**BUDGET SUMMARY**  
**CONTRACT #2018-DD-24**  
**EDUCATIONAL SERVICE DISTRICT #112**

**Contract Period**  
**July 1, 2017 through June 30, 2018**

<b>SERVICE CATEGORY</b>	<b>PAYMENT</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>BUDGET</b>
Early Intervention Services	Monthly Case Rate	DDA/DD Property Taxes	568.61	\$102,854.40

**STATEMENT OF WORK #1  
CONTRACT #2018-DD-24  
EDUCATIONAL SERVICE DISTRICT #112**

<b>SERVICE CATEGORY</b>	<b>PAYMENT</b>	<b>REVENUE SOURCE</b>	<b>BARS CODE</b>	<b>BUDGET</b>
Early Intervention Services	Monthly Case Rate	DDA/DD Property Taxes	568.61	\$102,854.40

**1. SERVICE DESCRIPTION**

Early Intervention Services include specialized therapeutic and/or educational services for eligible infants and toddlers from birth to the child's third birthday, and their families, or by written County exception, enrollment in public school. These are specialized therapeutic and/or educational services for eligible infants and toddlers and their families from birth to the child's third birthday. These services require 1) with family permission, sharing information with and making referrals to a local Family Resources Coordinator (FRC); 2) documentation of services as part of an individualized family service plan; and 3) participation with the local school district and others in the development of a transition plan prior to the child's third birthday.

The goal of Early Intervention Services is to enhance the development of infants and toddlers with disabilities and to minimize their developmental delays. Early Intervention Services in natural environments are intended to promote improved positive social-emotional skills (including social relationships); acquisition and use of knowledge and skills (including early language/communication); and use of appropriate behaviors to meet their needs. Services shall be designed to match the preferences, hopes and strengths of the family and enhance their capacity to meet the special needs of their infants and toddlers with disabilities. The number of eligible children to be funded under this Statement of Work is reviewed at least annually based on consumer choice of service providers and the total number of County-funded children.

**2. CONTRACTOR REQUIREMENTS**

- 2.1. The Contractor shall ensure that the training, experience, and expertise of their staff meet the highest entry-level requirements in Washington State for Early Intervention Professionals and relate to the needs of the participants, as outlined in Developmental Disabilities Administration (DDA) Policy 6.13.
- 2.2. The Contractor shall provide to the County Developmental Disabilities Program Coordinator a schedule of business hours for each calendar year, within fifteen (15) days of the beginning of the contract. The schedule shall include regular days and hours of operations, observed holidays and planned closures.

### 3. AUTHORIZED EARLY INTERVENTION SERVICES

The Contractor shall provide one (1) or more of the Early Intervention Services listed below, as defined by Washington State's Federally Approved Plan for the Early Support for Infants and Toddlers Program Department of Early Learning Under the Individuals with Disabilities Education Act (IDEA) Early Intervention Section at: <http://www.del.wa.gov/publications/esit/>

Only services provided in natural environments are funded in this Statement of Work.

- 3.1. Family training, counseling, and home visits
- 3.2. Occupational therapy
- 3.3. Physical therapy
- 3.4. Specialized instruction
- 3.5. Speech/Language Pathology

### 4. PROGRAM REQUIREMENTS

It is expected that services will be delivered within a multi-disciplinary team and using a primary coach approach. One (1) member of a multi-disciplinary team will be assigned as the principal coach and point of contact for the child and family. The primary coach is responsible for the child/family outcomes as identified on the child's Individual Family Service Plan (IFSP). Other therapists and/or educators provide support to the primary coach and may provide services to the child as needed to meet the outcomes identified on the IFSP.

The Contractor shall provide services as outlined below:

- 4.1. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) shall be conducted within 45 days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).
- 4.2. Collaborate with the child's Family Resources Coordinator in the development of an Individual Family Service Plan (IFSP).
  - 4.2.1. Child and family outcomes within the IFSP are functional and based on the individualized needs of the infant or toddler and the concerns and the priorities of the family.
    - 4.2.1.1. Child specific outcomes reflect the child's participation in everyday routines and activities.
    - 4.2.1.2. Family specific outcomes address the capacity of the family to enhance their child's development.

- 4.2.2. Services consistent with the IFSP will be started within thirty (30) days of the start date on the signed IFSP unless the IFSP documents that the parent requested a delay in the start of the service(s).
- 4.2.3. Participate in the IFSP review at a minimum of every six (6) months or more frequently if conditions warrant, and write a new IFSP annually. Service changes indicated by this review will be initiated at the time of the review.
- 4.2.4. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.
- 4.3. Contractor shall obtain from the parent, in writing, consent for all activities related to the provision of early intervention service in the family's native language or other mode of communication.
- 4.4. Services must be provided in the most natural environment for each child including in-home services. Natural environments are settings that are natural or normal for the child's age peers who have no disabilities (*US Code of Federal Regulations 303.18*). These services are provided in the home, neighborhood, or community settings in which children without disabilities participate (*Washington State's Application for Federal Funds, Section III-12*).
  - 4.4.1 Community-Based Service Definition: Services provided in a setting where children without disabilities typically are found. These settings include but are not limited to: child care centers (including family day care), preschools, regular nursery schools, libraries, grocery stores, parks, restaurants, and community centers (e.g. YMCA, Boys and Girls Clubs). Services provided in a hospital, residential facility, clinic, and Early Intervention center/class designed for children with disabilities are not considered community-based.
- 4.5. Support the continued development of this service 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.
- 4.6. Document that each family is assisted to ensure the child obtains an evaluation by a multidisciplinary team and that the evaluation used to determine eligibility shall:
  - 4.6.1. Be completed in accordance with the ESIT Early Intervention Practice Guide:  
[https://del.wa.gov/sites/default/files/imported/publications/esit/docs/Qualified\\_Personnel\\_Guidelines.pdf](https://del.wa.gov/sites/default/files/imported/publications/esit/docs/Qualified_Personnel_Guidelines.pdf)
  - 4.6.2. Document that the child demonstrates a delay of 1.5 standard deviation or 25% of chronological age delay in one (1) or more of the developmental areas.
  - 4.6.3. Include the name and discipline of the clinician performing the evaluation

shall be included on all evaluation reports.

- 4.6.4. Be conducted within forty-five (45) days of receipt of referral. (Referral is defined as the date the family has been informed of the opportunity for services, of their rights, and they indicate a desire to pursue services).
- 4.7. Participate in the development of a transition plan, for each child, ninety (90) days prior to the child's third birthday, in collaboration with the local school district and the local lead agency.
- 4.8. Participate in the development of a complete a Child Outcome Summary (COS), for each child, at the beginning and end of the child's services.
- 4.9. Provide services in a manner that supports the cultural and ethnic diversity of families.
- 4.10. Ensure that eligible families have access to interpreter services when needed to effectively participate in Child Development Services.

## 5. SERVICE DOCUMENTATION

The Contractor will comply with established guidelines, requirements, and criteria for service documentation:

- 5.1. The Contractor shall email to the County Contact person, the number County approved children that the Contractor provided services to in a natural environment. The Contractor shall include all children that have a County approval for each month, even if the services were not billed to the County. The Contractor shall submit these quarterly numbers with their CMIS billing for the following service months:

September 2017

December 2017

March 2018

June 2018

## 6. PAYMENT

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the following shall apply:

- 6.1. Services will be paid as a monthly case rate for a minimum of 1 hour of service provided to each eligible customer. **The monthly case rate is \$214.28.**
- 6.2. The County will pay only for Early Intervention activities provided individually and in natural environments. This funding is intended to augment other funding sources available to the Contractor in providing services to eligible customers.
- 6.3. The Contractor shall not exceed the annual allocation of children to be served

- 6.4. Services shall be provided in accordance with County Policy DCS 31 – Service Definitions and Coding and the County authorization of services.
- 6.5. The County may request that the Contractor purchase equipment or other special program-specific items for the effective provision of services to individuals 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 a thorough description of the requested item(s).
- 6.6. The Contractor shall bill for services in accordance with the Payment and Billing Provisions and Reporting Requirements Section in the Special Terms and Conditions of this Contract and criteria referenced in this Statement of Work.
- 6.7. 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.
  - 6.7.1. The Contractor shall submit a CMIS Report with each invoice that includes all customers authorized by the County for service without regard to source of funding.
  - 6.7.2. If requested by the County, the Contractor shall report all funds received for customers who have multiple funding sources for any service provided under this Contract.
- 6.8. The Contractor shall bill only for services to customers who:
  - 6.8.1. Are authorized for service through a County Approval
  - 6.8.2. Have a Service Plan
  - 6.8.3. Are accepted for service by the Contractor
- 6.9. Reporting erroneous service information regarding a County-funded customer may result in corrective action, may constitute Medicaid fraud or abuse, and possible Contract termination.
- 6.10. Overbilling the County for any reason may result in corrective action, repayment, and may result in Contract termination. All such actions will be reviewed for evidence of fraud or abuse.
- 6.11. 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.
- 6.12. As the payor of last resort for these services, the County will not reimburse the Contractor for any Medicaid-eligible services that would not otherwise be covered by MCOS, BH-ASOs or other insurance companies. This does not apply if granted an exception by the State of Washington Department of Social and Health Services (DSHS).

**SPECIAL TERMS AND CONDITIONS  
DEVELOPMENTAL DISABILITIES PROGRAM**

**JULY 2017**

**Early Intervention**

**1. DOCUMENTS INCORPORATED BY REFERENCE**

Each of the documents listed below, as now established or hereafter amended, are incorporated by reference with the same force and effect as if they were incorporated in full text.

- 1.1. The DSHS and County Agreement on General Terms and Conditions
- 1.2. The County Program Agreement with DSHS for DDA County Services and subsequent agreements and amendments
- 1.3. DSHS DDA Policies, available at:  
<https://www.dshs.wa.gov/dda/policies-and-rules/policy-manual>
- 1.4. Clark County Developmental Disabilities Program Policies and Procedures
- 1.5. Home and Community-Based Services Waiver (0408) in Accordance with Section 1915(C) of the Social Security Act
- 1.6. The Budgeting and Accounting Reporting System (BARS)
- 1.7. DSHS/Disability Rights of Washington Access Agreement, available at:  
<https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/policy/policy13.04.pdf>
- 1.8. DDA Criteria for Evaluation
- 1.9. WAC 388-850, WAC 388-845, WAC 388-828
- 1.10. County Guidelines, available at  
[https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c\\_guidelines.pdf](https://www.dshs.wa.gov/sites/default/files/DDA/dda/documents/c_guidelines.pdf)
- 1.11. Clark County Department of Community Services General Terms and Conditions
- 1.12. Business Associate Agreement attached as Exhibit A
- 1.13. Data Security Requirements attached as Exhibit B



**2. 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.

**3. 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.

**4. INSURANCE**

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the Contractor shall not be required to provide fidelity and professional liability insurance.

**5. LIMITED ENGLISH PROFICIENCY**

In addition to the contract terms listed in the Clark County Department of Community Services General Terms and Conditions, the Contractor shall ensure that all employees review DDA Policy 5.05 and that all customers receive accommodations in compliance with Limited English Proficiency policies.

**6. OPERATIONAL REQUIREMENTS**

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

6.1. Ensure that all staff members receive 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 members 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.

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

6.1.1.1. DSHS/Disability Rights of Washington (DRW) Access Agreement

- 6.1.1.2. County Guidelines published by the Washington State Department of Social and Health Services Developmental Disabilities Administration (sections as applicable to children and youth)
- 6.2. 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.
  - 6.2.1. The Contractor shall return all phone calls and emails within two (2) business days.
- 6.3. The Contractor shall follow these procedures regarding customers' health and safety:
  - 6.3.1. 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 members 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.

- 6.3.1.1. DDA Policy 6.08 requires that the Contractor have written policies and procedures to address the agency's actions when a staff member 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.
- 6.3.1.2. 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.
- 6.3.1.3. The Contractor shall 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.
- 6.3.2. 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.

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

- 6.3.2.1.1. Known media interest or litigation
- 6.3.2.1.2. Death of a customer (suspicious or unusual)
- 6.3.2.1.3. Natural disaster or other conditions threatening the operations of the program
- 6.3.2.1.4. Alleged sexual abuse of a client by contractor, employee, volunteer, licensee, or subcontractor
- 6.3.2.1.5. Clients missing from supervision in cases where a missing person report is being filed with law enforcement
- 6.3.2.1.6. Injuries resulting from abuse/neglect or unknown origin requiring hospital admission
- 6.3.2.1.7. Client arrested with charges or pending charges for a violent crime

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

- 6.3.2.2.1. Alleged or suspected abuse, abandonment, neglect, exploitation or financial exploitation of a client by contractor, employee, volunteer, licensee or subcontractor
- 6.3.2.2.2. Client Injury of unknown origin (see definitions in DDA policy 12.01)
- 6.3.2.2.3. Criminal activity perpetrated by a contractor employee
- 6.3.2.2.4. Criminal activity by customer resulting in a case number being assigned by law enforcement
- 6.3.2.2.5. Sexual abuse of a customer not reported in section 6.3.2.1.4 above
- 6.3.2.2.6. Injuries resulting from customer to customer abuse requiring medical treatment beyond First Aid
- 6.3.2.2.7. Injuries of known cause (other than abuse) resulting in hospital admission

- 6.3.2.2.8. Missing person (see definitions in DDA policy 12.01)
- 6.3.2.2.9. Death of a client (not suspicious or unusual)
- 6.3.2.2.10. Alleged or suspected abuse, abandonment, neglect, exploitation, or financial exploitation by other non-client/non-staff screened in by APS or CPS for investigation
- 6.3.2.2.11. Criminal activity against customer by others resulting in a case number being assigned by law enforcement
- 6.3.2.2.12. Restrictive procedures implemented under emergency guidelines (see definitions in DDA policy 12.01)
- 6.3.2.2.13. Emergency medical hospitalizations

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

6.3.4. 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 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, the County shall deny payment for any subsequent services rendered by the disqualified staff.

6.3.5. The Contractor shall ensure all services are provided in accordance with the DDA Criteria for Evaluation, federal, state and local safety standards.

6.3.6. For Child Development service providers, the Contractor's employees must have a valid Washington State credential prior to employment if the position requires the employee to be registered, certified, or licensed under Washington State law for the service(s) the Contractor intends to provide under Contract.

6.4. The Contractor shall 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:

- 6.4.1. Is explained to the customer and, if necessary, to a family member, guardian or advocate
- 6.4.2. Provides for negotiation of conflicts
- 6.4.3. 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
- 6.4.4. Promotes the availability of and encourages the use of advocates by customers to help negotiate conflicts
- 6.4.5. Prohibits retaliation for using the grievance process
- 6.4.6. Includes a process for tracking and reporting grievances
- 6.4.7. 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
- 6.4.8. Has timelines for filing and responses
- 6.4.9. Has formal and informal process for resolution, including arbitration, if necessary
- 6.4.10. Notifies the County and DDA Case Manager when a grievance requires formal arbitration
- 6.4.11. Notifies the customer that they may contact the County and DDA Case Manager if unsatisfied with Contractor response
- 6.4.12. Documents the customer's receipt of written procedure in the customer's file
- 6.5. 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.
- 6.6. The Contractor, the Contractor's Board Members, 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.
- 6.7. The Contractor shall use Release of Information (ROI) forms that, at a minimum:
  - 6.7.1. Include the name, address, phone number and contact person of the entity requesting the information

- 6.7.2. Identify only one (1) entity to receive the request for information, with that entity clearly identified
  - 6.7.3. State specific information being requested and the purpose for the request.
  - 6.7.4. Prohibit the re-release of information
  - 6.7.5. 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 a County service provider, the release may be for a maximum of one (1) year and must indicate the end date
  - 6.7.6. Include the customer's or legal guardian's signature and date of signature
- 6.8. 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, including a current organizational chart and job descriptions. The plan shall be evaluated at least biennially and revised based on actual performance.
- 6.8.1. The Contractor shall submit a copy of their written performance plan to the County for approval within 60 days of contract execution.
  - 6.8.2. The plan shall also include sufficient policies and procedures for establishment and maintenance of adequate internal control systems: The Contractor will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.
- 6.9. 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:

- 6.9.1. Customer name
- 6.9.2. Date of service
- 6.9.3. Start time
- 6.9.4. Duration of services (in minutes)
- 6.9.5. Description of services provided
- 6.9.6. Service setting
- 6.9.7. Authentication, including printed name, and title of person providing service

- 6.10. The Contractor shall maintain sufficient policies and procedures for establishment and maintenance of adequate internal control systems. The Contractor shall maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

## **7. TERMINATION**

- 7.1. The award or continuation of this Contract is dependent upon the availability of future funding. The County's payment obligations are payable only and solely from funds both appropriated and otherwise legally available for this Contract.
  - 7.1.1. The absence of initial appropriated or other lawfully-available funds shall render the Contract null and void to the extent funds are not appropriated or available.
  - 7.1.2. If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Contract in whole or in part by providing notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 7.2. The County shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than ten (10) calendar-days written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to this Contract, with such exceptions, if any, specified in the notice of termination. The County shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purpose, for all goods delivered, services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 7.3. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately, and without notice of presentment, return to the County all funds that were expended in violation of the terms of this Contract.
- 7.4. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

## **8. WRITTEN CORRESPONDENCE**

Contractor shall mail correspondence associated with this Statement of Work to the attention of the County Contact at the following address:

Clark County  
Department of Community Services  
Attn: Kristin Wade  
P.O. Box 5000  
Vancouver, WA 98666



**EXHIBIT A****BUSINESS ASSOCIATE AGREEMENT**

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 Educational Service District #112 (the “Business Associate”).

**Recitals**

- A. Business Associate provides **Early Intervention** 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.

3.12. Performance of Covered Entity's Obligations. To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that would apply to Covered Entity in the performance of such obligation.

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 start date shown on the first page of the Contract, 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 is 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, re-disclosure 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<br>ATTN: County Contact<br>PO Box 5000<br>Vancouver, WA 98666-5000 |
| If to Business Associate: | Educational Service District #112<br>2500 NE 65 <sup>th</sup> Avenue<br>Vancouver, WA 98685                      |
- 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.



## EXHIBIT B

### DATA SECURITY REQUIREMENTS

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

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

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

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

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

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

**h. Data stored for backup purposes.**

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

**4. Data Segregation**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

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

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

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

**6. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at

dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

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

## Certificate Of Completion

Envelope Id: 3FC3F3557A1548DFB3C22EE2ADBFF09B	Status: Completed
Subject: Please DocuSign This New Contract with Educational Service District #112 (2018-DD-24)	
Source Envelope:	
Document Pages: 29	Signatures: 3
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jay Carstens
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	jay.carstens@clark.wa.gov
	IP Address: 64.4.182.165

## Record Tracking

Status: Original	Holder: Jay Carstens	Location: DocuSign
7/14/2017 12:07:46 PM	jay.carstens@clark.wa.gov	

## Signer Events

Amanda Migchelbrink  
 amanda.migchelbrink@clark.wa.gov  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 F6B2CB11526542F...  
 Using IP Address: 64.4.182.34  
 Signed using mobile

## Timestamp

Sent: 7/14/2017 12:09:58 PM  
 Resent: 7/14/2017 12:10:06 PM  
 Viewed: 7/14/2017 12:11:36 PM  
 Signed: 7/14/2017 12:12:21 PM

### Electronic Record and Signature Disclosure:

Accepted: 7/14/2017 12:11:36 PM  
 ID: 11cf8a6c-2a75-4b16-8980-47ccccf80f32

Tim Merlino  
 Tim.merlino@esd112.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 B3237BB86B7C4A8...  
 Using IP Address: 107.77.205.229  
 Signed using mobile

Sent: 7/14/2017 12:12:23 PM  
 Viewed: 7/14/2017 12:57:13 PM  
 Signed: 7/14/2017 12:57:53 PM

### Electronic Record and Signature Disclosure:

Accepted: 7/14/2017 12:57:13 PM  
 ID: 8e189ba4-1a9c-42cf-98a0-3cbd6640a525

Tina Redline  
 tina.redline@clark.wa.gov  
 Office Supervisor  
 Clark County, WA  
 Security Level: Email, Account Authentication (None)

**Completed**  
 Using IP Address: 64.4.187.194

Sent: 7/14/2017 12:57:55 PM  
 Viewed: 7/20/2017 9:56:37 AM  
 Signed: 7/20/2017 9:56:42 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jim Rumpeltes  
 Jim.Rumpeltes@clark.wa.gov  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 49F241AD5AAAF452...  
 Using IP Address: 64.4.187.55

Sent: 7/20/2017 9:56:43 AM  
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 Signed: 7/24/2017 5:43:52 PM

### Electronic Record and Signature Disclosure:

Accepted: 7/24/2017 5:31:02 PM  
 ID: 8a9b1d0f-59b6-4142-b3aa-1ab71d49dfb1

Signer Events	Signature	Timestamp
Jay Carstens jay.carstens@clark.wa.gov Management Analyst XXX Clark County (corrected) Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Completed</b>  Using IP Address: 64.4.182.165	Sent: 7/24/2017 5:43:54 PM Viewed: 7/25/2017 9:27:44 AM Signed: 7/25/2017 9:27:53 AM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Janet Snook janet.snook@clark.wa.gov oa dcs Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/25/2017 9:27:54 AM Viewed: 7/25/2017 10:45:27 AM
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/25/2017 9:27:54 AM
Certified Delivered	Security Checked	7/25/2017 9:27:54 AM
Signing Complete	Security Checked	7/25/2017 9:27:54 AM
Completed	Security Checked	7/25/2017 9:27:54 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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