

**Memorandum of Understanding (MOU)
Between
DSHS Division of Vocational Rehabilitation
And
DSHS Developmental Disabilities Administration**

1. PURPOSE

This agreement describes the general criteria and processes for the DSHS Division of Vocational Rehabilitation (DVR) and DSHS Developmental Disabilities Administration (DDA) to provide seamless and consistent supported employment service delivery statewide to mutual clients.

2. GUIDING PRINCIPLES

DVR and DDA mutually share the following principles of collaboration to jointly serve customers who experience intellectual or developmental disabilities:

- A) All individuals who experience intellectual or developmental disabilities can be successfully employed when they are given consistent opportunities to receive services and reasonable accommodations statewide that are tailored to their unique talents and needs.
- B) Collaboration and service delivery coordination are essential to ensure DVR and DDA successfully serve mutual customers who are eligible to receive services from both programs.
- C) The successful employment of the individual being jointly served shall be the central focus of service delivery collaboration. The underlying goal of all joint planning and service delivery between DVR and DDA is competitive integrated employment that maximizes the work hours and earnings of individuals who are mutually served.
- D) Employment planning and the successful achievement of employment may take longer for some individuals. All services must be individualized. Mutual clients experience a greater opportunity to obtain employment outcomes through a consistent statewide coordinated service delivery approach that addresses, eliminates, or reduces their barriers to employment.

- E) The unique skills, expertise, and experience of DVR and DDA staff are mutually recognized and utilized in the interest of assisting mutual customers to achieve successful employment outcomes.
- F) DVR and DDA frontline staff who are serving customers jointly will regularly communicate and coordinate service delivery; and exercise flexibility in the methods used for collaboration, including but not limited to, telephone consultations, email, and/or in person staffing.
- G) DVR and DDA funding may be used to serve mutual customers as follows:

DVR funds may be used to pay for:

- (i) Necessary assessment services and job placement services to assist the individual in achieving their chosen employment goal;
- (ii) Time-limited support services as soon as competitive and integrated employment begins until the individual achieves satisfactory, stable job performance (up to 24 months);
- (iii) Youth Extended services are-
Services provided to a youth with a most significant disability by DVR in accordance with federal requirements for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability, whichever occurs first. Youth extended services can be available to provide the support services needed by the student until DDA funds are available. DVR may not provide extended services when there is another source for the services or to an individual with a most significant disability who is not a youth with a most significant disability. The need for youth extended services is determined on a case-by-case basis. For those students enrolled in DVR School to Work (STW) services the STW contract defines access to youth extended services.
- (iv) Other vocational rehabilitation services required by the individual to achieve competitive integrated employment.

DDA funds may be used to pay for:

- (i) Long term support services that are contracted through the county Developmental Disabilities Programs and may be delivered by their employment providers to assist the individual in maintaining competitive integrated employment as soon as DVR time-limited support services are completed, or natural supports or other sources are available to support the individual.
- (ii) Job replacement services provided by a County Employment Provider are possible if agreed upon by the customer, VR counselor, and the County Employment Provider. Job replacement may be provided if the customer receives long-term services from a County Employment Provider and loses the

job prior to DVR case closure but has transitioned to long-term support already. The County Employment Provider is responsible to contact DVR for guidance if more substantial job replacement services are needed from DVR or DDA funding is not available.

- (iii) Job development with a DDA/DVR Intensive Job Placement SDOP
 - After DVR individual assessment is completed the DVR counselor will identify if job placement funding is available through DDA by initiating contact with the DDA Case Resource Manager of record. Funding and hours must be available to provide DDA job placement through the DDA/DVR Intensive Job Placement SDOP
 - Alternatively, if DVR has provided placement services and have not been successful, a DDA/DVR Intensive Job Placement plan may be requested and/or initiated prior to closing the customer case as unsuccessful.

- H) DVR and DDA share a mutual responsibility for collaboratively maintaining positive, effective working relationships with County Developmental Disabilities Programs and their employment providers, DVR Community Rehabilitation Providers, local school districts, and other organizations that play roles in assisting individuals who experience intellectual or developmental disabilities to achieve successful employment outcomes.

3. DVR TERMINOLOGY & DEFINITIONS

Community Rehabilitation Program means a DVR contractor that provides directly one or more of the following vocational rehabilitation services to individuals with the most significant disabilities to enable those individuals to maximize their opportunities in supported employment:

- A) Community Based Assessment – time-limited placement in paid employment or other realistic work setting to:
 - i) Identify and assess an individual’s barriers to employment,
 - ii) Obtain vocational information needed by the individual to select an employment goal and,
 - iii) Determine the nature and scope of DVR services needed by the individual to achieve an employment outcome.

- B) Job Placement – locating and placing the individual into permanent, competitive integrated employment consistent with their employment goal.

- C) Customized Employment - means competitive integrated employment, for an individual with a significant disability, that is based on an individualized determination of the strengths, needs, and interests of the individual with a significant disability, designed to meet the specific abilities of the individual with a significant disability and the business

needs of the-employer, and is carried out through flexible strategies. It is a relationship between an employer and an employee that is negotiated to meet the needs of both parties. Customized Employment includes two services that are conducted consecutively: Discovery Services and Customized Job Placement. Discovery should always be conducted prior to Customized Job Placement.

- D) Discovery services – means the process used to explore the individual’s strengths and capabilities which may lead to employment options. Discovery is designed to replace traditional comparative assessments and should include activities such as interviews with the Customer, family, other significant individuals in the Customer’s life, direct observation of Customer’s typical life activities in their home environment and in the community, review of existing records and active participation of the Customer. Discovery results in a comprehensive document that identifies the Customer’s strengths, needs, interests, and vocational themes identified in Discovery process.

- E) Intensive Training – time-limited training and support provided on the job to assist the individual in achieving satisfactory, stable performance.

- F) Competitive integrated employment means work that -
 - i) is performed on a full-time or part-time basis (including self-employment)–
 - ii) compensated at a rate that is not less than state or local minimum wage law for the place of employment;
 - iii) Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
 - iv) In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
 - v) Is eligible for the level of benefits provided to other employees; and
 - vi) Is at a location typically found in the community or typical to a comparable position; and
 - vii) Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and
 - viii) Presents, as appropriate, opportunities for advancement similar to those for other employees who are not individuals with disabilities and who have similar positions.

- G) Employment outcome means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment (including customized employment, self-employment, telecommuting, or business ownership), or supported employment that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- H) Long term support services mean services that are-
- i) Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;
 - ii) Organized or made available, singly or in combination, in such a way as to assist an individual in maintaining supported employment;
 - iii) Based on the needs of an individual, as specified in an individualized plan for employment; and
 - iv) Provided by DDA, a private nonprofit organization, employer, or any other appropriate resource, after an individual has obtained employment and has reached stabilization.
- I) Youth Extended services means-
- Services provided to a youth with a most significant disability by DVR in accordance with federal requirements for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability, whichever occurs first. Youth extended services can be available to provide the support services needed by the student until DDA funds are available. DVR may not provide youth extended services when there is another source for the services or to an individual with a most significant disability who is not a youth with a most significant disability. The need for youth extended services is determined on a case-by-case basis. For those students enrolled in DVR STW services the STW contract defines access to youth extended services.
- J) Individual with a most significant disability means a DVR customer who-
- i) Requires two or more DVR services over an extended period (twelve months or more); and
 - ii) Experiences serious functional losses in four or more of the following areas in terms of an employment outcome:
 - Mobility;
 - Communication;
 - Self-care;
 - Cognition and learning (including self-direction);
 - Interpersonal skills;
 - Work tolerance; or

- Work skills.
- K) Individualized Plan for Employment means a written plan developed by each DVR customer and approved by a DVR Counselor that must:
- i) Identify the individual's employment goal for the maximum number of hours preferred based on the individual's strengths, interests, capabilities, and informed choice;
 - ii) Identify the steps, timelines, and VR services required to achieve the employment goal, including comparable services and benefits to be provided by other agencies;
 - List the VR service providers chosen by the individual;
 - Describe criteria for evaluating the individual's progress towards achieving their employment goal;
 - Identify the supported employment services to be provided by DVR; and
 - Identify the expected long term support services and the source of those services (or a reasonable expectation that those services will become available).
- L) Order of Selection means the DVR's prioritization of services for people who need them most. Order of Selection is required by federal law when the DVR does not have sufficient resources to serve all eligible customers. When customers are determined eligible, they are assigned to a priority of service category based on the significance of their disability. Assigning a priority of service category is based on the impact of the disability, not the type of disability.

During an Order of Selection, priority of service categories are either open or closed.

- i) Eligible customers assigned to an open category can receive the full range of vocational rehabilitation services.
 - ii) Eligible customers assigned to a closed category will be placed on a statewide waitlist for services. If the DVR has additional resources to serve more customers, those who are waiting on the statewide waitlist may be released. A customer who has been released from the waitlist can receive the full range of vocational rehabilitation services.
- M) Time-limited support services, as used in the definition of supported employment, means services provided by DVR that are time-limited and—
- i) Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment within a competitive and integrated environment;
 - ii) Are identified based on a determination by DVR of the individual's need as specified in an individualized plan for employment;
 - iii) Are furnished by DVR from the time of job placement until transition to long term services;

iv) Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on the following;

At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or consist of—

- the provision of skilled job trainers who accompany the individual for intensive job skill training at the work site;
 - Job development and training;
 - Social skills training;
 - Regular observation or supervision of the individual;
 - Follow-up services including regular contact with the employers, the individuals, the parents, family members, guardians, advocates or authorized representatives of the individuals, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;
- Facilitation of natural supports at the worksite.

N) Job stabilization is the point when the individual is meeting expectations of the employer including agreed duties, working the hours identified in the IPE, and is ready to transition to long term support services. The individual, guardian if applicable, VRC, employer, DD representatives (County and DDA), and Employment provider/CRP all agree on stability and long term support services are available unless accessing youth extended services.

O) Post- Employment Services (PES) are all services after the customer has moved to employment status but before the customer's case is closed/exited from the VR program. PES include one or more of vocational rehabilitation services provided if:

- i) The customer achieved employment;
- ii) The customer rehabilitation needs are limited in scope and duration; and
- iii) The customer needs post-employment services to maintain, advance in, or regain employment that is consistent with their unique strengths, resources, priorities concerns, abilities, capabilities, interests, and informed choice.

P) Individuals at Immediate Risk of Losing Employment

Providing retention or support services after the DVR customer's case has been closed Rehabilitated requires a new application. Available documentation may help expedite determining eligibility and moving to planned services.

This option may be appropriate in situations such as those where an individual's disabling condition has progressed or their job duties have changed, and without the provision of specific services or equipment in the very near future, they will "almost certainly" lose

their current job. When made available, these services must be provided under an IPE, and be consistent with the goals of that IPE.

The Washington Administrative Code (WAC 388-891A-0610(5)) explains that a DVR customer must meet the following conditions before DVR may permit them to move into a plan that provides for specific services or equipment under this rule:

- i) The customer must be at immediate risk of losing competitive integrated employment for reasons related to their disability; and
- ii) The customer must require specific services or equipment in the very near future to enable them to keep their job.
- iii) An individual is promoted by their employer to a higher paying job that involves substantially different duties and tasks that they must learn, and the individual requires intensive training to achieve satisfactory, stable performance in their new position.
- iv) An individual's physical impairment progresses, and they require a redesign of their job station and/or new assistive technology devices that will enable them to continue performing satisfactorily.

Q) Supported employment means— Competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment that is individualized, and customized, consistent with the unique strengths, abilities, interests, and informed choice of the individual, including with ongoing time-limited support services for individuals with the most significant disabilities—

- i) For whom competitive integrated employment has not historically occurred, or for whom competitive integrated employment has been interrupted or intermittent because of a significant disability; and
- ii) Who, because of the nature and severity of their disabilities, need intensive supported employment services and long term services after the transition from support provided by DVR in order to perform this work.

R) Supported employment services means time-limited support services provided by DVR, including customized employment, and other appropriate services needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment that are—

- iii) Organized and made available, singly or in combination, in such a way as to assist an individual to achieve competitive integrated employment;
- iv) Based on a determination of the needs of an individual, as specified in an individualized plan for employment; and
- v) Provided for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to

extend the time to achieve the employment outcome identified in the individualized plan for employment.

4. DDA TERMINOLOGY & DEFINITIONS

Employment is the typical way most adults have opportunities to experience the benefits of a valued life. Having a good job provides opportunities to gain in competence, status, power, and choice, improve health and safety, interact with co-workers and supervisors and experience active daily life in the community. The focus of employment is to get people real jobs with good wages. Seven essential elements provide the framework for employment, including:

- i) Mission, values, and vision of employment;
- ii) Stakeholder leadership (Self-Advocates and their families);
- iii) Partnerships and collaboration (we collaborate with anyone who can help);
- iv) Focus on employment;
- v) Capacity and skills of employment agencies (contracted providers);
- vi) Technical assistance and training; and
- vii) Data, reporting and fiscal models.

- A) Working age adults means individuals aged 21 through 61 years.
- B) Competitive Integrated Employment means work performed by an individual on a part time or full-time basis, within an integrated setting within the community that meets Home and Community Based service settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.
- C) Discovery is defined as the time prior to job development that occurred for the individuals for whom creating a vocational goal requires intensive individualized efforts to identify a task or tasks the individual could perform at competitive levels as well as other prerequisite information necessary to ensure employment success such as assistive technology needs, environmental supports, and additional support needs that traditional assessments do not provide. This process generally last 3-9 months.
- D) Employment Provider means an Organization or County that may provide direct employment and day services to eligible DDA individuals.
- E) Community Inclusion services are individualized services provided in integrated community settings with other individuals without disabilities. The activities are based on client interests and provide opportunities typically experienced by the general public of

similar age in their local community, accessible by public transit or a reasonable commute from their home. The goal of the service is to support customers to participate, contribute, and develop relationships with community members who are not paid staff.

- F) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
- G) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment. [NOTE: DVR does not provide or participate in Group Supported Employment services; these are provided solely by DDA and are not subject to this MOU.]
- H) Job Foundation pilot is an effort to engage younger students (ages 19-20) in vocational assessment and employment planning to ensure that students have an actionable next step towards employment through DVR services with the goal of jobs by June of their graduation year.
- I) Community Information/Education provides a variety of activities to inform and/or educate the public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement and community consultation, capacity building, and organization activities.
- J) Individualized Technical Assistance services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.
- K) Gainful employment means employment that reflects achievement of or progress towards a living wage.

- L) Integrated Settings means typical community settings not designed specifically for individuals with disabilities in which the majority of people employed are individuals without disabilities and wages are paid at minimum wage or better.
- M) Job coaching services means necessary support for an individual to maintain an individual job in a competitive integrated setting in the general workforce.
- N) Long term support are services that that may be contracted through County Developmental Disabilities Programs and may be delivered by their County Employment Providers to assist the individual in maintaining competitive integrated employment as soon as DVR Intensive support services are completed or that may be provided as natural supports on the job or by other sources.

5. DDA REFERRAL AND CASE MANAGEMENT GUIDELINES

- A) DDA will assure that all customers referred to DVR, including the individual’s representative, if applicable, are informed that the intent of the referral is for the purpose of learning how DVR services can assist them in obtaining and maintaining competitive integrated employment. Only individuals who indicate the desire to be employed in a competitive integrated setting will be referred to DVR.
- B) The DDA Case Manager will discuss with the individual, and the individual’s representative where applicable, the importance of accessing DVR services and how these services can assist the individual in becoming employed.
- C) First the individual or the individual’s representative, is referred to DVR. Then the DDA Case Manager will send an information packet to the local DVR office to the designated VR counselor once application to DVR is confirmed. The information packet includes:

The DSHS 14-012, Consent form, signed by the individual or individual’s parent or legal guardian when applicable;

- i) A copy of Guardianship paperwork, if applicable;
- ii) A copy of the DDA Determination Evaluation;
- iii) A copy of the DDA assessment;
- iv) The Person Centered Services Plan;
- v) A copy of the DDA Employment Plan, if available.
- vi) if additional records are needed the VR counselor will contact the DDA Case Manager for assistance.

- D) Once the individual applies and has been determined eligible for DVR services, the County Developmental Disabilities (CDD) Program will monitor to ensure there are not duplicate payments made by DVR and DDA for the same or similar services.
- E) When DDA is funding long term support services for the individual it will assure that services and service hours are adequate to enable the individual to work the maximum number of hours desired, as specified in the DDA Employment Plan.

6. DVR PROCESS FOR SERVING DDA ELIGIBLE INDIVIDUALS REFERRED FROM DDA OR A THIRD PARTY

A) Referral

The referred individual, and the individual's representative, will be offered the opportunity to schedule an intake meeting with DVR staff to be informed of services so that they can make a decision whether or not to apply for DVR services.

B) Application, Eligibility, and Plan

When an individual applies for DVR services the DVR Counselor will facilitate the following:

- i) Obtaining individual or individual's representative consents to sharing information with DDA to:
 - Coordinate service delivery; and
 - Ensure that customer data sharing between DVR and DDA occurs during the time the individual is active with DVR by having the appropriate box checked for having consent in WAVES.
 - To collect the referral packet created by DDA through DVR request for records or provided by the case resource manager directly to the identified counselor.
- ii) Determining the individual's eligibility and prioritization for DVR services category:
 - If the customer is determined to be an individual with a most significant disability, the DVR counselor completes a comprehensive assessment to determine the individual's need for DVR Supported Employment services; or
 - If the customer is placed on the Order of Selection (OOS) waiting list, IPE development will begin once they are released from the waiting list and reengagement has occurred.
- iii) Provides substantial counseling and guidance to assist the individual in:
 - Choosing an employment goal and developing an individualized plan for employment (IPE) to achieve that goal;
 - Identifying supported employment needs and/or long-term support and/or funding if applicable. If a DVR counselor determines that an individual requires supported employment and has explored all available options for securing resources for extended services or natural supports and there is no reasonable expectation these services will become available, DVR must close the individual's case service record.

- Implementing the IPE and to support the individual's successful progress through timely decisions and actions towards achievement of their employment goal; and
 - Resolving or overcoming unexpected challenges or situations that may arise as barriers to their employment goal.
- iv) Approves the IPE and authorizes payments for preauthorized VR services;
- Coordinates VR services with the DDA Case Manager and other providers who are serving the individual;
- v) Prior to case closure:
- For a successful rehabilitation case closure long term support services should be reflected in the DDA Person Centered Service Plan and the IPE. The customer should have transitioned to long-term support services and the case remained open for additional 90 days.
 - The successful closure should be communicated to the CRP and DDA Case Manager and/or anyone else specified by the person receiving services. The DVR counselor will send copies of the closure letter to specified guardian or other identified in the DVR file with appropriate authorized release.
 - For an unsuccessful DVR case closure, before closing the case, the individual will have an opportunity to discuss the decision with a DVR counselor. DVR notifies the customer in writing, or another method of communication as appropriate, about the reason DVR has made the decision to close the case. DVR will provide information about rights to appeal DVR's decision and the client assistance program (CAP) so that the individual may seek assistance from CAP if dissatisfied with the determination. DVR counselor review of the DDA/DVR Intensive Job Placement plan as an option prior to closure.
- C) As part of development of an appropriate IPE, the DVR Counselor will assist the individual in the provision of informed choice regarding identifying necessary services and service providers and may include assisting an individual in choosing a Community Rehabilitation Program (CRP)/County Employment Provider who provides:
- i) Job placement services to assist the individual in obtaining competitive integrated employment that is consistent with their employment goal for the maximum number of hours preferred; and
 - ii) Intensive training services to assist the individual in learning job duties and achieving satisfactory, stable job performance (not to exceed 24 months unless the DVR Counselor approves a longer period).
 - iii) Long term support services.
- D) Individualized Services in the DVR IPE
- i) Community Based Assessment (CBA)
Prior to job placement, a CRP/Employment Provider may be authorized by the DVR Counselor to conduct a CBA with the individual to provide needed information for their

selection of an employment goal. The reasoning behind the CBA as well as the results will be shared with DDA Case Manager throughout the CBA process.

ii) **DVR Job Placement Services**

DVR is the entry point for employment services. DVR services are short-term with the goal of successful, competitive, integrated community jobs.

DVR provides many services including career guidance and counseling, assessments, job supports, intensive training, retention, and post-employment supports

iii) **A DDA/DVR Intensive Job Placement plan may be utilized when the criteria below are followed:**

The DVR counselor establishes contact with the DDA case manager and receives approval for funding of DDA job placement and the appropriate number of hours to support the need of the customer.

If DDA/DVR Intensive Job Placement Plan is approved by VRC/Customer/DDA the DVR case shall remain open and any identified support services and other VR services will be included in the plan for employment and provided to the customer during placement. DVR would still provide Job Retention or Intensive Training Services after placement is achieved, prior to returning to DDA for long term support.

The purpose of DDA/DVR Intensive Job Placement Plan is to increase the chance of employment for DDA eligible customers with high support needs who has DDA employment funding available to support job placement through DDA and prevent case closure with DVR so other DVR services may remain available to the individual if needed.

iv) **DDA Employment Services**

DDA provides long-term employment services to individuals who are on one of the Home and Community Based Waivers that have employment as a service, PASRR, RHCs, and Roads to Community Living Services are intended to support individuals to obtain and maintain employment and includes discovery, assessments, job prep, job development, and job coaching.

Service amounts are limited through WACs based on a customer's acuity and working status. Additional funding may be available to support paid employment, contact the DDA case resource manager for more information.

v) **Unique Situations**

There may be some situations that require the DDA Employment Specialist and DVR supervisory input. These may include:

- Customer is requesting placement services for an increase in hours or for a second job.
- Job readiness is questioned by the employment provider or VRC.
- DVR VRC expresses concern about the vocational goal or desired work hours.
- If DDA funds are NOT available to determine next steps.
- Case is closed prior to job placement.

vi) Intensive Training Services (ITS) and Employed Status

ITS is provided after an individual obtains employment and is placed in employed status with DVR. The service of ITS is authorized until an individual achieves satisfactory, stable job performance. They are then considered to have reached stability. The VRC, CRP/Employment Provider, Customer and Employer must agree on stabilization and the date is entered in the DVR case file. After stabilization, the customer must transition to long term support services provided by a source other than DVR unless accessing DVR extended supports for transition youth or other funding source until DDA funding is available.

An individual will be considered to have achieved an employment outcome when they have maintained employment and maintained stability in the competitive integrated work setting for at least 90 consecutive days after transitioning to long term support services.

vii) Youth Extended Services

DVR can provide extended services to youth with a most significant disability for up to 4 years or until the of age 25, whichever occurs sooner, when there is no other source for the services or until DDA funding is available. This need is determined on a case-by-case basis. For those students enrolled in DVR STW services, the STW contract defines access to youth extended services.

E) DVR Case Closure

The DVR case will be closed when an individual:

- i) Has successfully transitioned to long term support services or extended services provided by a source other than DVR for at least 90 consecutive days and requires no other DVR services, OR
- ii) When DVR is considering closing a case, the reasons for closure will be discussed in advance by the DVR Counselor, the customer, their representative, and the referring DDA Case Manager. Prior to closure a DDA/DVR Intensive Job Placement plan will be considered.
- iii) Has stopped participating in DVR services or is not progressing towards achieving their employment goal and continued DVR services are not expected to result in employment. This information will be shared with the DDA Case Manager and

discussed with the customer and the representative prior to sending the closure letter.

- iv) Has no available source of long-term support services and all options for support services have been explored.

7. GUIDELINES FOR COLLABORATION AND COORDINATION

- A) Close, consistent, and effective working relationships between DVR and DDA at all organizational levels are the foundation for successful service delivery collaboration and coordination, especially at the frontline service delivery level. These relationships will be sustained by the following activities:
 - i) DVR and DDA state-level leadership will establish a regular meeting schedule to foster communication, partnership and collaboration between the division and administration.
 - ii) DVR Regional Administrators and DDA Regional Administrators, or their respective designees, will work closely within their regions/areas to lead and support successful implementation of this MOU.
- B) DVR and DDA Supervisors will lead and support close, effective working relationships between their respective staff.
- C) DVR and DDA will deliver training regularly to their respective staff to understand-and consistently implement the requirements and procedures of this MOU.
- D) DVR/DDA Service values
 - i) Obtaining and maintaining employment for mutual customers of DVR and DDA occurs through a collaborative partnership.
 - ii) The customer, family, and employment vendors are integral partners in this collaboration, in addition to the funding partnerships with DVR, DDA and County Developmental Disabilities.
 - iii) The guidelines around DDA/DVR Intensive Job Placement plans, improve the understanding of roles for each funding entity and the process for accessing services and funding.
 - iv) Services are individualized and may vary from the general guidelines, but ***the commitment to obtain and maintain employment at the client's desired level is held by all partners. DVR and DDA believe that all customers can work.***
- E) DVR and DDA staff will mutually notify each other when there are changes to contractor status of mutual providers.

8. GUIDELINES FOR JOINT COORDINATION WITH COUNTY DEVELOPMENTAL DISABILITIES PROGRAMS AND SCHOOL DISTRICTS

- A) County Developmental Disabilities (CDD) Programs: DVR and DDA each maintain close working relationships with CDD Programs. The CDD Programs play a key role at the local level in contributing to the successful employment of individuals with intellectual or developmental disabilities who are jointly served by DVR and DDA.
 - i) DVR and DDA will work cooperatively at state and local levels to maintain effective collaboration, coordination, and open communication with CDD Programs.
 - ii) This communication will include topics such as service delivery coordination, availability of long-term support services, CRP and County Employment Provider quality and capacity, as well as other timely matters.
- B) School Districts: DVR and DDA, in cooperation with OSPI, will explore the development of an implementation plan to build statewide capacity among school districts to improve transition planning for students in special education who meet criteria for services from the developmental disabilities administration, and shall provide all school districts with an opportunity to participate.
- C) Job Foundation is a collaborative project with DVR, DDA and OSPI with a separate MOU. [DDA-DVR Job Foundations Memo](#) . The following actions will support the goals of the pilot.
 - i) Using the DDA Job Foundation report, community-based employment providers gather information about student interests, strengths, skills, and the nature and extent of supports the student may need to obtain and maintain a paid job.
 - ii) Participating community employment providers must collaborate with schools and DVR to enhance the vocational, academic and life skills the student is already building in school.
 - iii) The DVR Counselor will consider a properly completed Job Foundations report as part of the comprehensive vocational assessment. DVR staff will collect additional documentation and provide any additional vocational rehabilitation services necessary to complete the DVR vocational assessment. The DVR Counselor will continue to work with the student and their support team through the vocational rehabilitation process per the DDA-DVR Job Foundation Memo.

9. SPECIAL GUIDELINES FOR INDIVIDUALS WHO ARE EMPLOYED AT SUB-MINIMUM WAGE

Upon referral and when an individual becomes known to DVR, DVR is required by the federal Rehabilitation Act, CFR 397.40, to provide career counseling and other information at prescribed intervals to individuals who are employed in sub-minimum wage jobs, in order to provide such individuals, the opportunity to obtain competitive integrated employment if they wish to do so. DVR does not provide support to those electing to continue in subminimum wage and not pursue competitive, integrated employment. Due to the passage of Bill 5284 eliminating subminimum wage in Washington State, DDA will partner

with Labor and Industries and DVR to transition individuals to individual competitive employment as requested.

10. GUIDELINES FOR DETERMINING AND CONTRIBUTING TO THE SUCCESS OF THIS MOU DVR

and DDA will form collaborative workgroups on an ad hoc basis that contribute to the ongoing success of this MOU.

11. CONFLICT RESOLUTION

Questions, concerns or disagreements about individual case plans or frontline implementation of this MOU will be referred to the local DVR and DDA Supervisors for resolution. If not resolved at that level, the matter will be referred to the DVR Regional Administrator and DDA Regional Employment Specialist or DDA Regional Administrator for resolution. Any matters not resolved at that level will be addressed by the DVR Director or the Director’s designee and DDA Assistant Secretary or the Assistant Secretary's designee.

12. EFFECTIVE PERIOD OF THIS MOU

This MOU will be effective upon signature of the respective directors and will remain in effect until June 30, 2026, unless the conditions below apply.

13. MOU ALTERATIONS AND AMENDMENTS

This MOU may be amended by mutual agreement of all parties. Such amendments will be in writing and signed by personnel authorized to bind each of the parties.

14. TERMINATION

Any party may terminate this MOU thirty (30) days prior with written notification to the other parties.

15. AGREEMENT EXECUTION

The persons signing below warrant they have authority to bind their party to this MOU.

Austin Diaz-Munoz Date 2/28/2024
DVR Contracts Specialist

Jennifer Albertson Date 2/28/2024
DDA Contracts Specialist

Exhibit A- Data Security Requirements

Exhibit B- DDA Policy 4.11 County Services for Working Age Adults

Exhibit C- Sample DDA Determination Current

Exhibit D- DDA/DVR Job Foundations Memo

Exhibit E- DDA/DVR Intensive Job Placement Service Delivery Outcome Plan

Terms and Conditions

EXHIBIT A- DATA SECURITY REQUIREMENTS

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

- f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. “FedRAMP” means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas

may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

- n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- o. "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. Authority. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. Administrative Controls. The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

- 4. Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
- a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

- (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.

- (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. 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.** For 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.** For 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 Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure 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 Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will

- grant access only after the Authorized User has authenticated to the network using a Unique User ID and 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 Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
 - 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's 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.
 - (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) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.

- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DSHS Confidential Information 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 below in Section 8 *Data Disposition*.
- (2) 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 below in Section 8 *Data Disposition*.

i. Cloud storage. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. 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.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

- (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- (4) 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.
- (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. 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.

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

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

Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **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.

10. **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.



EXHIBIT B- COUNTY SERVICES FOR WORKING AGE ADULTS POLICY 4.11

DEVELOPMENTAL DISABILITIES ADMINISTRATION
Olympia, Washington

TITLE: [COUNTY SERVICES FOR WORKING AGE ADULTS](#) [POLICY 4.11](#)

Authority: [Title 71A RCW](#) *Developmental Disabilities*
[WAC 388-850-035](#) *Services – Developmental Disabilities*

BACKGROUND

[RCW 71A.10.015](#) states that the Legislature “recognizes the state’s obligation to provide aid to persons with developmental disabilities through a uniform, coordinated system of services to enable them to achieve a greater measure of independence and fulfillment and to enjoy all rights and privileges under the Constitution and laws of the United States and the state of Washington.” The legislative intent can be accomplished by providing working age adults the supports needed to achieve gainful employment.

Washington has had much success in providing supported employment services to assist people with developmental disabilities in becoming gainfully employed. Participating in gainful employment results in people with developmental disabilities earning typical wages and becoming less dependent on service systems. In addition, employment provides the rest of the community with the opportunity to benefit from the capabilities and contributions made by people with developmental disabilities.

In December 2000, the Division of Developmental Disabilities (DDD) submitted the *Strategies for the Future Long-Range Plan Phase II Report* to the Washington State Legislature. This report included the recommendations of the Stakeholder Workgroup regarding adult employment and community inclusion services. The Stakeholder Workgroup recommended persons of working age should be gainfully employed, participating and contributing to community life, using a variety of strategies to reach this status in the community. Specifically, the report states:

“Pathways to Employment: Each individual will be supported to pursue his or her own unique path to work, a career, or his or her contribution to/participation in community life. All individuals, regardless of the challenge of their disability, will be afforded an opportunity to pursue competitive employment.”

The Working Age Adult policy was first issued in July 2004 and counties were given a timeline of July 2006 for full implementation. Between 2007 and 2009 the number of DDD clients in integrated employment increased by 54 percent, representing an additional 2,555 clients and a total of 7,277 clients in integrated employment.

In July 2011, action by the 2011 Washington State Legislature required revision to this policy to allow DDD clients to choose Community Inclusion (formerly Community Access) if they are not satisfied with employment services after nine months in an employment program.

In March 2012, the Washington State Legislature passed legislation to: support employment as the first choice for adults of working age; to incorporate the right to transition to a community inclusion program after nine months in an employment service; and to receive only one service option at a time (employment or community inclusion).

In March 2022, the Washington State Legislature passed legislation eliminating the prohibition of concurrent employment and community inclusion services. Beginning in January 2023, eligible DDA clients may access community inclusion after nine months of participation in employment services. Due to the efforts of stakeholders, the Legislature reaffirmed the commitment to “Employment First” in Washington and recognized that concurrent employment and community inclusion services can support clients to work, contribute and build relationships in their local communities.

PURPOSE

This policy establishes guidelines for DDA field services staff and counties to follow when providing services to working age adults.

SCOPE

This policy applies to DDA field services staff, and counties contracted with DDA and their subcontractors.

DEFINITIONS

Community Inclusion service means individualized services provided in integrated community settings with other people without disabilities. The activities are based on client interests and provide opportunities typically experienced by people of similar age. The activities occur in the client’s local community and are accessible by public transit or a reasonable commute from the client’s home. The goal of the service is to support clients to participate, contribute, and develop relationships with people who are not paid staff.

County means a geographical division of Washington state that administers supported employment and community inclusion services.

Gainful employment means employment that reflects achievement of or progress towards a living wage.

Integrated setting means a typical community setting that:

- Is not designed specifically for people with disabilities;
- Hires a diverse workforce through a typical hiring process; and
- Pays minimum wage or better.

Living wage means the amount of earned wages needed to enable a client to meet or exceed their living expenses.

Maintaining gainful employment means receiving supports required to sustain gainful employment and increase earned income.

Provider means the qualified client service vendor who is contracted to provide supported employment or community inclusion services.

Pursuing gainful employment means being employed or participating in other activities that demonstrate steady movement toward gainful employment over time.

Supported employment services means Individual Employment or Group Supported Employment. These services support clients to pursue or maintain gainful employment in integrated settings in the community. Supported employment occurs in a variety of integrated business environments and includes:

- Minimum wage or higher;
- Support to obtain and maintain jobs; and
- Promotion of career development and workplace diversity.

Working age adults means clients age 21 through 61.

POLICY

- A.** This policy establishes supported employment services as the first use of employment and community inclusion funds for working age adults and ensures that after nine months of supported employment services the client may choose to also receive community inclusion services.

1. Counties must develop and offer supported employment services, including the technical assistance needed to achieve integrated employment outcomes.
 2. DDA field services staff must authorize services that support eligible clients to pursue and maintain integrated, gainful employment.
 3. Adults over age 21 may continue to receive support to pursue or maintain integrated employment.
- B.** A client is eligible for community inclusion services if:
1. The client is sixty-two or older; or
 2. The client meets age requirements under [WAC 388-845-2110](#)(1) and:
 - a. Has participated in developmental disabilities administration (DDA) supported employment services for at least nine months; or
 - b. DDA has determined that the client is exempt from the nine-month DDA supported employment service requirement because:
 - i. The client's medical or behavioral health records document a condition that prevents you from completing at least nine months of DDA supported employment services; or
 - ii. The client was referred to and available for DDA supported employment services, but the service was not delivered within ninety days of the referral.

PROCEDURES

- A.** Supporting Working Age Adults
1. The CRM must provide each of their working age clients with information about supported employment services.
 2. The CRM, in cooperation with Counties, must determine the client's preferences for gainful employment by working with the client and their family.
 3. Counties must accept or decline referrals using the ADSA Web Access System.

4. Counties must work with providers to ensure that each client receiving supported employment services:
 - a. Has an employment plan;
 - b. Is gainfully employed or has goals outlined in their employment plan that reflects the strategies needed to pursue or maintain gainful employment
 - c. Receives supports needed to implement their employment plan.
 5. After discussions with a CRM, if a working age client has participated in employment services through the Developmental Disabilities Administration for at least nine months, the CRM must offer the client community inclusion services.
 6. If a working age client requests community inclusion and does not want to participate in employment services for nine months, the CRM may request an exception to rule under [WAC 388-440-0001](#).
 7. CRMs, in conjunction with County staff, will provide information about community services available within their county.
- B. County Reviews and Progress Reports**
1. Counties must regularly review each employment and community inclusion provider's progress towards ensuring that:
 - a. Services to working age adults are consistent with this policy;
 - b. Each client is gainfully employed at client's identified job goal or has strategies to obtain gainful employment outlined in their employment plan;
 - c. Each client in Community Inclusion has an individualized plan with strategies to reach identified goals; and
 - d. Each client has received assistance and made progress on their individualized plans.
 2. On a semi-annual basis, the provider must submit a progress report to each client's CRM.

TITLE:

COUNTY SERVICES FOR WORKING AGE ADULTS

POLICY 4.11

EXCEPTIONS

Any exception to this policy must have the prior written approval of the Deputy Assistant Secretary.

SUPERSESSON

DDD Policy 4.11
Issued July 15, 2013

Approved: /s/: Shannon Manion
Deputy Assistant Secretary
Developmental Disabilities Administration

Date: January 1, 2023



EXHIBIT C- SAMPLE DDA DETERMINATION CURRENT

**SAMPLE
DDA DETERMINATION
CURRENT**

Client Name:

Client DOB:

Client Age:

Decision:

Decision Date:

Eligibility Date:

Expiration Date:

Review Date:

Decision Maker:

Documents

Document:

Requested Date:

Received Date:

Source:

Disabilities/Conditions

Disabilities/Conditions:

Evidence:

Existed before age 18?

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STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
Developmental Disabilities Administration
PO Box 45310, Olympia, WA 98504-5310

January 23, 2020

TO: DDA and DVR Staff

FROM: Evelyn Perez, DDA Assistant Secretary *EP*
Robert Hines, DVR Director *RH*

RE: DDA DVR Collaboration Transition Students Pilot

The Developmental Disabilities Administration (DDA), the Office of Superintendent of Public Instruction (OSPI), and the Division of Vocational Rehabilitation (DVR) are implementing a four-year Transition Students Pilot. The pilot is an effort to engage younger students (ages 19-20) in vocational assessment and employment planning. The effort intends to build their connection to the employment service system for desired outcomes.

The purpose of this agreement is to establish the roles and responsibilities of DVR and DDA in implementing the Transition Students Pilot. The goal of this pilot is to ensure that students have an actionable next step towards employment through DVR services with the goal of jobs by June of their graduation year. This pilot does not replace existing transition programs, such as the School-to-Work programs through DVR and the county, Pre-Employment Services, school district employment transition programs or others.

The following actions will support the goals of this pilot:

- Using the DDA Job Foundation report community-based employment providers gather information about student interests, strengths, skills, and the nature and extent of supports the student may need to obtain and maintain a paid job.
- Participating community-based employment providers must collaborate with schools and DVR to enhance the vocational, academic and life skills the student is already building in school.
- The community-based employment providers must be eligible to serve the student through DVR.

- Ideally, the student will commit to staying in school after age 18 to continue skill development; access school resources; and become eligible for the SSI student earned income exclusion if they get a job. For students who achieve employment through this pilot before transitioning to DDA at age 21, DVR will provide the necessary employment services such as Extended Services.
- The DVR Counselor will consider a properly completed Job Foundations report as part of the eligibility and priority category determinations, and as part of a comprehensive vocational assessment. DVR staff will collect additional documentation and provide any additional vocational rehabilitation services necessary to complete these actions. The DVR Counselor will continue to work with the student and their support team through the vocational rehabilitation process per the DVR DDA MOU dated August 2018.
- DVR counselors will discuss with each applicant the benefits of providing consent for DDA and DVR staff to exchange data related to the vocational rehabilitation case with each applicant, and check the consent box in DVR's electronic case management system when the individual consents to the release of information to DDA. This allows DDA to see the individual's assigned counselor and plan status in the CARE system:

County Referrals / Authorizations		
DVR		
DVR Counselor:	DVR Status:	DVR Status Date:
<input type="text"/>	<input type="text"/>	<input type="text" value="00/00/0000"/>
Counselor Email:	Counselor Office:	
<input type="text"/>	<input type="text"/>	
Counselor Phone:		
<input type="text"/>		

- DDA eligible students participating in the development of a Job Foundations report will have ongoing support services (long-term funding) available from a source other than DVR funds at the time they reach age 21.



Exhibit E - DDA / DVR Intensive Job Placement

DVR CUSTOMER'S NAME		CRP CONTRACTOR'S NAME		CRP NAME	
SERVICE DELIVERY DATES		DDA CASE RESOURCE MANAGER'S NAME		QUARTERLY PROGRESS REPORT DATE	
Expected Outcome			Parties Responsible		Cost
<p>The Community Rehabilitation Provider (CRP) will be responsible for locating, securing, and placing a mutual DVR/DDA customer into competitive integrated employment at or above minimum wage as a(n) _____, or other paid integrated job that is mutually agreed upon by the DVR Vocational Rehabilitation Counselor (VRC), Customer, DDA Case Resource Manager (CRM), and the CRP. The placement goal must be consistent with the Individual Plan for Employment (IPE) and with the customer's unique strengths, resources, priorities, concerns, abilities, interests, and informed choice.</p> <p>The following requirements are to be considered during job development:</p> <p>Starting wage: \$ _____</p> <p>Minimum weekly hours: _____</p> <p>Working hours and days: _____</p> <p>Location of employment: _____</p> <p>Transportation considerations: _____</p> <p>Other: _____</p>			<p>The customer is expected to fully participate in the job placement activities in partnership with their CRP, their support team, and attend all scheduled meetings.</p> <p>The DVR Vocational Rehabilitation Counselor and DDA Case Resource Manager will be available to participate in problem-solving and provide support as needed.</p> <p>The CRP will engage with the customer, their support team, and VRC as needed and including the following: submitting quarterly Service Delivery Outcome Reports (SDOR) as progress updates to the DVR VRC, and providing details to DVR VRC as soon as employment appears likely in order to facilitate the implementation of Intensive Training Services (ITS).</p> <p>Every six (6) months, progress will be reviewed by the support team.</p>		<p>DDA CRM is responsible for verifying available waiver funds. Once approved by DDA CRM, billing is to DDA.</p> <p>DVR will be prepared to support Intensive Training Services following appropriate Job Placement.</p>
DVR CUSTOMER'S SIGNATURE		DATE	CRP'S SIGNATURE		DATE
DVR SIGNATURE		DDA SIGNATURE		DATE	
LEGAL GUARDIAN'S SIGNATURE		DATE	LEGAL GUARDIAN'S PRINTED NAME		DATE