

Public Health and Social Services

CONTRACT

C15-0245-25

COASTAL COMMUNITY ACTION PROGRAM, DEVELOPMENTAL DISABILITIES SERVICES

Lewis County

PUBLIC HEALTH AND SOCIAL SERVICES

Project: Coastal Community Action Program, Developmental Disabilities Services, C15-0245-25

Effective Date: Tuesday, July 1, 2025

1. Executive Summary

Professional Services Contract #C15-0245-25

Between Coastal Community Action Program and Lewis County

Background Information and Purpose

Contract name is Coastal Community Action Program, Developmental Disabilities Services.

The Washington State Department of Social and Health Services, Developmental Disabilities Community Services Division contracts with Lewis County to oversee the administration of grant money for services provided to individuals with developmental disabilities who reside in Lewis County.

This subcontract provides funding for Coastal Community Action Program to provide Supported Employment & Community Inclusion Services.

Duration

Tuesday, July 1, 2025, through Tuesday, June 30, 2026

Budget Impact

Revenue ORG(s): 1040DREV 346600, 1040AREV 311100

Expense Project(s): PH2015, PH132016

Total Maximum Consideration: $165,000.00

This contract was anticipated for the current fiscal year.

Cover Letter

Craig Dublanko , Chief Executive Officer

Please email executed contract to: craigd@coastalcap.org

2. Preamble

2.1. Purpose

This contract is entered into between Lewis County, hereinafter called County, and Coastal Community Action Program, hereinafter called Contractor. This subcontract provides funding for Coastal Community Action Program to provide Supported Employment & Community Inclusion Services.

2.2. Parties

Each party to this contract shall have a contract representative empowered to enter into this contract on behalf of their party. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives for this contract are:

For the County:

Sara Sons, Contracts Coordinator

Email: sara.sons@lewiscountywa.gov, Phone: (360) 740-1418

For the Contractor:

Craig Dublanko , Chief Executive Officer

Email: craigd@coastalcap.org, Phone: 360-533-5100

2.3. Authorization

Only the Lewis County Board of County Commissioners, the Department Director, or their designated Contract Officer identified herein, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Lewis County Board of County Commissioners, the Department Director, or their Contract Officer.

2.4. Contract Term

This contract shall commence on Tuesday, July 1, 2025, and terminate on June 30, 2026.

2.5. Contractor Representation

Contractor represents by signing this contract that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this contract.

2.6. Mutually Negotiated

County and Contractor acknowledge and by signing this contract agree that this contract has been mutually negotiated and agreed to by both parties.

3. General Terms and Conditions

3.1. Scope of Contractor's Services

The Contractor agrees to provide to the County services, reports, and any material set forth in Exhibit A: Statement of Work and Reporting Requirements during the contract term. No material, labor, or facilities will be furnished by the County unless otherwise provided for in this contract.

3.2. Accounting and Payment for Contractor Services

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B: Budget, Invoicing and Contractor Payment attached hereto. Unless specifically stated in Exhibit B or approved in writing in advance by the Contract Officer for this contract, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

The Contractor acknowledges that the entire compensation for this contract is specified in Exhibit B and the Contractor is not entitled to any County benefits including, but not limited to, vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

3.3. Assignment and Subcontracting

Unless otherwise provided for in this contract, no portion of this contract may be assigned or subcontracted to any other individual, form, or entity without the express and prior written approval of the Contract Officer.

Should the Contractor wish to subcontract, assign or delegate any or all of its rights or duties hereunder, it shall tender a detailed written request to the Contract Officer. Unless the Contractor receives written authorization to subcontract, assign, or delegate within 30 days, its request shall be deemed to have been denied.

If the County approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. The County, in its sole discretion, in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

3.4. Independent Contractor

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein shall be construed to create a relationship of agent, employee, or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this contract.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or

representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.

The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state or federal legislation which is now or may during the term of this contract be enacted as to all employees, agents or representatives of the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work on this project.

The Contractor shall assume full responsibility for ensuring all staff members hired or subcontracted under this contract are eligible to work according to all applicable state and federal laws

3.5. No Guarantee of Employment

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee an employment of the Contractor or any employee, agent or representative of the Contractor or any subcontractor, or any employee, agent or representative of any subcontractor by the County at the present time or in the futures.

3.6. Taxes

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service and Washington State Department of Revenue in accordance with federal and state regulations. The Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods and services acquired hereunder as required by law. The Contractor shall pay all other taxes including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

3.7. Regulations and Requirement

This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Special Terms and Conditions.

3.8. Public Records Law

The Contractor shall assist the County in fulfilling all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington). In the event that the Contractor fails to fulfill its obligations pursuant to this section and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon the County for

violation of the Public Records Act, Contractor shall indemnify the County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such a penalty. The obligations created by this section shall survive the termination of this contract.

3.9. Nondiscrimination

The Contractor or any employee, agent or representative of the Contractor or any subcontractor shall not discriminate against any person in the performance of this contract in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with Section 49.60.400 of the Revised Code of Washington.

The Contractor must comply with the American with Disabilities Act of 1990, Public Law 101-336, including but not limited to protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3.10. Political Activity Prohibited

None of the funds provided under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or ballot measure. However, no person engaged to perform such services pursuant to this contract shall be precluded from devoting income derived from such services to any lawful political activity, or to the support of a candidate for public office or of a ballot measure.

3.11. Right to Review

This contract is subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this contract by whatever means are deemed expedient by the Contract Officer. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the contract and its performance, and any and all communications with or evaluations by service recipients under this contract.

3.12. Modifications

Either the County or the Contractor may request changes or modifications to the contract. Any and all agreed changes or modifications shall be in writing, signed by each of the parties.

3.13. Termination

Either party may terminate this contract upon 30 days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

3.14. Termination for Default

If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent, or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere.

Any extra cost of damage to the County resulting from such default(s) shall be deducted from any money due or coming to the Contractor. Any remaining deficiency shall be payable to the County by the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, as may be applicable under Exhibit A, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

3.15. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. The County shall make a reasonable, equitable adjustment in the contract price for partially completed items of work, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

3.16. Suspension of Performance and Resumption of Performance

In the event of government closure, suspension or limitation of funding in any way after the effective date of this contract and prior to normal completion, the County may give notice to the Contractor to suspend performance as an alternative to termination. The County may elect to give written notice to the Contractor to suspend performance when the County determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Notice may include notice by facsimile or email to the Contractor's Representative. The Contractor shall suspend performance on the date stated in the written notice to suspend. During the period of suspension of performance, each party may inform the other of any conditions that may reasonably affect the potential for resumption of performance. Notice may be contingent upon the occurrence or non-occurrence of a future event; *e.g.* the failure of the State of Washington to pass a budget by a date specified in the notice.

When the County determines that the funding insufficiency is resolved, the County may give the Contractor written notice to resume performance and a proposed date to resume performance. Upon receipt of written notice to resume performance, the Contractor will give written notice to the County as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If the Contractor gives notice to the County that it cannot resume performance, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance. If the date the Contractor gives notice it can resume performance is not acceptable to the County, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to the County, the parties agree that the contract will be terminated retroactive to the original date of suspension of performance.

If the funding issue is not resolved, the County may terminate the contract under the "Termination for Convenience" clause.

3.17. Termination Procedures

After receipt of a notice of termination, except as otherwise directed by the County, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the notice;
- Place no further orders or subcontracts for materials, services, or facilities related to the contract;
- Assign to the County all the rights, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the County has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the Contractor to settle such claims must have the prior written approval of the County; and
- Preserve and transfer any materials, contract deliverables and/or County property in the Contractor's possession as directed by the County.

Contractor shall not place extraordinary orders or subcontracts in anticipation of receiving a notice of termination, so as to circumvent section 17 (ii).

Upon termination, the County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Contractor if the county later determines that loss or liability will not occur.

The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this contract or otherwise provided under law.

3.18. Defense and Indemnity Agreement

Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to

judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, its employees or subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington. Industrial Insurance Waiver: With respect to the performance of this contract and as to claims against the County, its officer, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement as part of the valuable consideration of present and future contracts.

3.19. Insurance Coverage

The Contractor shall comply with all provisions described in Exhibit C: Insurance Coverage, attached hereto.

3.20. Resolution of Conflicts

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special terms and conditions
- Exhibits
- General terms and conditions
- Any other provision of this contract whether incorporated by reference or otherwise.

3.21. Disputes, Venue and Choice of Law

The County and the Contractor agree that any disputes that arise under or relating to this contract that cannot be resolved to the satisfaction of both parties shall be submitted to mediation before either party starts litigation in any form. An impartial third party acceptable to both the County and the Contractor will be appointed to mediate. Should the parties be unable to agree upon a mediator, then the dispute shall be mediated through the Washington Arbitration and Mediation Service, at its Tacoma office, and in accordance with the WAMS mediation rules. The County and the Contractor shall pay an equal percentage of the mediator's fees and expenses. The Contractor may not use any funds received under this contract to pay mediator's fees and expenses. The mediation shall be confidential in all respects, as allowed or required by law.

If mediation does not resolve the dispute, the venue for any litigation arising under or relating to this contract shall be in the courts of the State of Washington in and for the County of Lewis. This contract shall be governed by the laws of the State of Washington, excepting only the choice of law rules of the State of Washington.

3.22. Records Maintenance

The Contractor shall maintain all books, records, documents, data, and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment.

If any litigation, claim, or audit is started before the expiration of the seven- (7) year period, the records shall be retained for a period of seven (7) years after all litigation, claims, or audit findings involving the records have been finally resolved.

3.23. Contractor Commitments, Warranties and Representations

Any written commitment received from the Contractor concerning this contract shall be binding on the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this contract, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, process, Contractor's qualifications or experience, or options for future acquisition to remain in effect for a fixed period or warranties.

3.24. Recapture

If the Contractor fails to perform services specified in this contract in accordance with state laws, federal laws, and/or the provisions of this contract, the County reserves the right to recapture funds in an amount required to compensate the County for the noncompliance in addition to any other remedies available at law or in equity. Repayment by the Contractor or refunds under this recapture provision shall occur within the timeframe specified by the County. In the alternative, the County may recapture such funds from payments due under this contract.

3.25. Patent/Copyright Infringement

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information, goods, or documentation supplied by the Contractor infringes any patent or copyright. Contractor will pay all costs, penalties, fees, and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- That Contractor shall be notified promptly in writing by the County of any notice of such claim.

- Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

3.26. Ownership and Use of Items Produced

Material produced in the performance of the work under this contract shall be "works made for hire" as defined by section 201(b) the U.S. Copyright Act of 1976 and shall be owned by the County. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. County ownership includes the right to copyright, patent, register, and the ability to transfer these rights. All writings, programs, data, public records or other materials prepared by the Contractor or any employee, agent or representative of the Contractor or any subcontractor, in connection with the performance of this contract shall be for mutual use and shared between the Contractor and the County. The County agrees that if it uses any materials prepared by the Contractor for purposes other than those intended by this contract, it does so at its sole risk and it agrees to hold the Contractor harmless therefore to the extent such use is agreed to in writing by the Contractor.

A copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the contract using the hardware, software, or other method specified by the County at the time of such request.

3.27. Confidentiality

The Contractor shall maintain the confidentiality of all information that is exempt from disclosure to the public or other unauthorized persons under chapter RCW Chapter 42.56 or other federal or state laws ("Confidential Information") provided by the County or acquired by the Contractor in performance of this contract. The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. The County and the Contractor will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract, including but not limited to the Contractor's employees, agents, representatives, or subcontractors, must agree to protect the confidentiality of the Confidential Information.

The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except: (1) as provided by law; (2) pursuant to an order entered by a court after having acquired jurisdiction over the County or (3) upon prior written consent of the Lewis County Director of Public Health & Social Services and Lewis County Prosecuting Attorney.

The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification, or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by: (1) allowing access only to staff that have an authorized business

requirement to view the Confidential Information; (2) physically securing any computers, documents, or other media containing the Confidential Information; (3) ensuring the security of Confidential Information transmitted via fax (facsimile) by verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons, communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person and verifying after transmittal that the fax was received by the intended recipient; (4) encrypting email and/or email attachments that contain the Confidential Information; (5) encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices; or (6) sending paper documents containing Confidential Information via a trusted system approved by the County.

Upon request by the County, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to the County or Contractor shall certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

If the Contractor becomes aware of an actual or suspected breach of confidentiality, the Contractor will promptly notify the Contract Coordinator for the County of the facts. The Contractor will work within its organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

Contractor shall immediately give County notice of any judicial proceeding seeking disclosure of Confidential Information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorney's fees, and costs resulting from Contractor's breach of this provision.

3.28. Ethics/Conflicts of Interest

In performing under this contract, the Contractor shall assure compliance with the Ethics in Public Service Act (Chapter 42.52 Revised Code of Washington), and any other applicable state or federal law related to ethics or conflicts of interest.

3.29. Information System Security

The Contractor shall protect and maintain all confidential information gained by reason of this contract against unauthorized use, access, disclosure, modification, or loss. Personal and/or

medical information collected, used, or acquired in connection with this contract shall be used solely for the purposes of this contract.

3.30. Protection of Personal Information

The Contractor shall not use, publish, transfer, sell or otherwise disclose any confidential information gained by reason of this contract for any purpose that is not directly connected with the Contractor's performance of the services contemplated hereunder except as provided by law, received by the Contractor pursuant to section 8 of this contract or with the prior written consent of the individual or personal representative of the individual who is the subject of the personal information. Upon request by the County or at the end of the contract term, or when no longer needed, the Contractor shall return the confidential information or certify in writing that they employed a County approved method to destroy the information in a manner that cannot be reconstructed.

3.31. Certification of Work

All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

3.32. Contract Amendments

No amendment, modification or renewal shall be made to this contract unless set forth in a written Contract Amendment, signed by both parties. Work under a Contract Amendment shall not proceed until the County duly executes the Contract Amendment.

3.33. Notice

Except as set forth elsewhere in the contract, for all purposes under this contract, except service of process, notice shall be given by the Contractor to the Contract Officer, 360 NW North Street, Chehalis, WA 98532. Notice to the Contractor for all purposes under this contract will be given to the Contractor's address shown on the Signature Page attached hereto. Notices and other communications anticipated by this contract, *e.g.* a request to subcontract per section 3, may be hand-delivered by an agent of the party serving notice, delivered by courier (such as UPS or FedEx), or delivered by First Class Mail. A notice or communication hand-delivered or delivered by courier shall be deemed to be served when it is left with an officer, agent, or employee of the party to whom notice is due. A notice delivered by First Class Mail shall be deemed to be served three days (excluding Sundays and Postal Service holidays) after it is placed into a U.S. Postal Service collection box or left at a U.S. post office, providing postage has been fully prepaid.

3.34. Debarment Certification

The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in this contract or any program agreement by any federal, state or local government or agency or by any special district. The Contractor also agrees to include the above requirement in all subcontracts into which it enters.

3.35. Severability

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

3.36. Conformance

If any provision of this contract violates any statute or rule of law of the state of Washington or of the United States of America, it is considered modified to conform to that statute or rule of law.

3.37. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the party granting such a waiver.

3.38. Survival

The terms and conditions contained in this contract will survive the completion, cancellation, termination, or expiration of the contract.

3.39. Entire Agreement

This written contract along with attached exhibits and the documents and terms incorporated herein by section 23 of this contract, represents the entire agreement between the parties.

3.40. Prior Approval

The Contractor shall obtain prior written approval for purchases of items, including but not limited to gift cards, program supplies and equipment, professional development programs or trainings, and consulting fees, exceeding $300.00. Prior approval shall be obtained via written approval from the County contract coordinator. If prior written approval is not obtained, the County may, in its sole discretion, deny reimbursement requests for the unapproved expenditure.

3.41. Corrective Action

If the County determines that a breach of contract has occurred, in which the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, the County may deem said breach to warrant corrective action. The following process will apply:

A. The County will notify the Contractor in writing of the nature of the breach.

B. The Contractor shall respond in writing within ten working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contractor into contract compliance, which date shall not be more than 30

days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this contract in whole or in part pursuant to Section 14;

E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Sections 13, 14, and 15.

4. Developmental Disabilities - Special Terms and Conditions

4.1. Applicable Regulations

The Contractor is required to comply with the requirements of the following referenced documents in performing services pursuant to this contract. The terms of each are incorporated by reference as part of this contract as fully as if set forth in full herein.

A. DDA County Program Agreement

B. DDA Criteria for Evaluation

C. DDA Guiding Values

D. County Guide to Achieving DDA Guiding Values

E. DDA/DSHS Data Security Requirements

F. Policy 4.11 County Services for Working Age Adults

G. Policy 5.01 Background Check Authorizations

H. Policy 5.02 Necessary Supplemental Accommodation

I. Policy 5.03 Client Complaints

J. Policy 5.05 Limited English Proficiency Clients

K. Policy 5.06 Client Rights

L. Policy 5.14 Positive Behavior Support

M. Policy 5.15 Use of Restrictive Procedures

N. Policy 5.17 Physical Intervention Techniques

O. Policy 6.08 Incident Management & Mandatory Reporting

P. Policy 6.21 Provider Qualifications for Individualized Technical Assistance

Q. Policy 13.04 Disability Rights Washington Access Agreement

R. WAC 388-823 Eligibility

S. WAC 388-825 Service Rules

T. WAC 388-828 Assessment

U. WAC 388-845 Home & Community Based Waivers

V. WAC 388-850 County Plan for Developmental Disabilities

4.2. Written Policies and Procedures

Contractor must have written policies and procedures.

4.3. Records Maintenance

All 7-year time-period references are hereby changed to 6 years.

4.4. Treatment of Client Property

Except as otherwise provided by court order, the Contractor shall assure that any client for whom the Contractor is providing services under the Contract shall have unrestricted access to the client's personal property. The Contractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's family, all the client's personal property.

4.5. Treatment of Assets

The Contractor shall take the following actions to secure the financial interest of the County in items purchased with funds awarded under this Contract.

A. The Contractor shall name the County as lien holder on certificates of title for motor vehicles.

B. A non-expendable personal property inventory report shall also be submitted to the County as required. The County's interest in property purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period. The Contractor shall maintain records, perform inventories and maintain control systems to prevent loss, damage or theft of equipment, materials and supplies. A Contractor which is a nonprofit organization shall keep property records in accordance with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies," for all purchases funded by this contract.

C. In the event of loss, destruction or damage to any property purchased under this contract, the Contractor shall notify the County and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the County, the Contractor shall surrender to the County all property purchased under this contract prior to settlement upon completion, termination or cancellation of this contract.

D. The Contractor shall include these requirements in any subcontracts.

4.6. Abuse and Neglect Reporting Requirementss

The contractor staff are mandated reporters under RCW 74.34.020(13) and must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a

substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

4.7. Fraud Reporting Requirements

The Contractor shall report in writing all verified cases of fraud, including fraud by the Contractor's employees and/or subcontractors, within five (5) business days, to the Lewis County contact designated on page one of this Contract. The report shall include the following information:

A. Subject(s) of complaint by name and either provider/subcontractor type or employee position;

B. Source of complaint by name and provider/subcontractor type or employee position;

C. Nature of compliant;

D. Estimate of the amount of funds involved; and

E. Legal and administrative disposition of case.

4.8. Services and Activities to Racial/Ethnic Minorities

A. Ensure all services and activities provided by the Contractor or subcontractor under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

B. Initiate actions to ensure or improve access, retention, and cultural relevance of services, for racial/ethnic minorities and other diverse populations in need of services.

C. Take the initiative to strengthen working relationships with other agencies serving these populations. The Contractor shall require its subcontractors to adhere to these requirements.

4.9. Site Visits

The County will conduct at least 1 site visit every 2 years, to the Contractor site providing services to monitor fiscal and programmatic compliance with subcontract performance criteria for the purpose of documenting that the subcontractors are fulfilling the requirements of the subcontract unless otherwise specified.

4.10. Client Eligibility

Client eligibility and service referral are the responsibility of DDA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without a current County Service Authorization are not reimbursable under this Program Agreement.

4.11. Data Entry/Security

The Contractor shall protect and maintain all Confidential Information gained by reason of this contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include safeguarding and restricting access to the Confidential Information herein referenced in Exhibit E.

5. Exhibit A: Statement of Work and Reporting Requirements

The purpose of this **Statement of Work** is to detail the work to be performed by the Contractor and the methods and content for reporting progress by the Contractor in fulfilling all duties encompassed in this contract.

This contract shall commence on Tuesday, July 1, 2025 and terminate on Tuesday, June 30, 2026.

The Contractor shall administer funds awarded hereunder for the following activities:

5.1. Statement of Work

A. **Task, Activity, or Descriptive:** Individual Supported Employment

- **Deliverable/Outcome:**
  - Individual Supported Employment services are a part of a client's pathway to employment and are tailored to individual needs, interests, and abilities to 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 (per the Individual Employment Phases & Billable Activities)
  - Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable a Client to meet or exceed living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.
  - Initial plans will be completed within 60 days from date of service authorization and must be signed by the client and/or their guardian, if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually.
  - Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).

- All Clients will be contacted by their service provider according to Client need and at least once per month.
- If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or higher within six (6) months, the County will assure the following steps are taken:
  (a) Review the progress toward employment goals;
  (b) Provide evidence of consultation with the Client/guardian; and
  (c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the Client's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).
- If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report.
- High acuity Clients who are authorized for Individual employment, provider may receive one outcome payment if client obtains a new competitive integrated job at a minimum of ten hours of work per week for a minimum of 4 out of each 6 months during the fiscal year.
- Services must be provided in alignment with Exhibit D: Criteria for Evaluation

o **Reporting Requirement:**

- Billing spreadsheet
- Employment Outcomes Spreadsheet
- Client plans and progress reports

o **Due Date:**

- Billing and Employment Outcomes spreadsheet due monthly
- Client plans due annually and every 6 months

B. **Task, Activity, or Descriptive:** Community Inclusion

o **Deliverable/Outcome:**

- "Community Inclusion" or "CI": means 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 clients to participate, contribute, and develop relationships with community members who are not paid staff. These services may be authorized for individuals aged 62 and older. These services may be authorized in addition to or instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

- Initial plans will be completed within 60 days from date of service authorization and must be signed by the client and/or their guardian, if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually.
- Six-month progress reports describing the progress made towards achieving Client's goal will be provided by the service provider to the CRM, Client, and/or guardian, if any, within 30 days following the six-month period. The report will summarize activities and outcomes made towards the Client's individualized goal(s).
- All Clients will be contacted by their service provider according to Client need and at least once per month.
- Client who are authorized for Community Inclusion who have an acuity of F which equals 18 support hours per month or G which equals 20 support hours per month as based on the Support Intensity Scale (SIS), provider may receive on outcome payment per month if provider delivers a minimum of 80% of the authorized hours.
- A new Community Inclusion referral is defined as a Client who has a new County Service Authorization (CSA). Incentive/outcome payments to accept and support overall increased CSAs billed over the year may be available.
- Community Inclusion case notes and 6-month progress report summary review that scores 16 points or more with the "Community Inclusion Case Note Review Tool" when used in conjunction with a Community Inclusion plan that has scored 20+ points with the Community Inclusion plan Quality review tool, provider may receive an outcome payment.

- **Reporting Requirement:**
  - Billing spreadsheet
  - Client plans and progress report

- **Due Date:**
  - Billing and Employment Outcomes spreadsheet due monthly
  - Client plans due annually and every 6 months

6. Exhibit B: Budget, Invoicing, and Contractor Payment

The County shall pay an amount not to exceed $165,000.00 to the Contractor for work as described in Exhibit A, subject to conditions set forth in this Exhibit B. Contractor acknowledges and understands that any unspent allocations shall be reclaimed by Lewis County Public Health & Social Services at the end of the terms of this agreement.

6.1. Budget Detail

Budget Item Description	**Amount**
Individual Supported Employment Services & Outcome Payments (must follow DDA Billing Guidance & Instructions)	$60,000.00
Community Inclusion Services & Outcome Payments (must follow DDA Billing Guidance & Instructions)	$100,000.00
Start Up Activities	$5,000.00
Total Consideration	$165,000.00

6.2. Compensation

Payment to the Contractor for services rendered under this contract shall be as set forth in Exhibit B. Where Exhibit B requires payments by Lewis County, payment shall be made on a reimbursement basis, supported, unless otherwise provided in Exhibit B, by documentation of units of work actually performed (time sheets) and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and total dollar payment requested.

Costs allowable under this contract are actual expenditures according to an approved budget up to the maximum amount stated above. The Contractor shall use federal cost principles specified in OMB Circular A-110 "Cost Principles Applicable to Grants, Contracts and other Agreements" with non-profit organizations as applicable. The Contractor shall include this paragraph in any subcontracts.

The County may withhold reimbursement payment if the Contractor fails to submit required invoices and supportive documentation to the County. The Contractor's failure to submit invoices as specified is grounds for the County to terminate the contract as provided herein.

6.3. Invoice Timeframe

The contractor shall submit invoices to the county contract officer identified herein or to other such person identified by the county contract officer by the 10th of each month.

The contractor shall submit reimbursement requests for all expenditures within 60 days after the date of service or purchase.

The contractor shall submit all final invoices within 30 days of the last date of the contract period. The final invoice timeframe may be updated at the discretion of the funding entity, with prior notice of at least 15 days given to the contractor.

6.4. Eligible Use of Funds

Funding awarded under this contract may only be used for activities described in Exhibit A: Statement of Work and Reporting Requirements.

6.5. Duplicate Payment

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

6.6. Audit

General Requirements:

- The Contractor shall maintain its records and accounts to facilitate the audit requirement and shall ensure that any subcontractor also maintains auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its subcontractor. The County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- As applicable in subsections i or ii, below, the Contractor shall undergo an audit and must ensure all audits are performed in accordance with Generally Accepted Auditing Standards (GAAS); including, but not limited to, the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to County requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

State Fund Requirements:

- Contractors expending $750,000.00 or more in total state funds in a fiscal year must have a financial audit as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The Schedule of State Financial Assistance must be included.
- The Schedule of State Financial Assistance includes:
    - Contractor agency name,

- State program name
- BARS account number
- County
- County Contract number
- Contract award amount including amendments (total Contract award)
- Current year expenditures

Additional Requirements:

- If the Contractor is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In all cases, the Contractor's financial records must be available for review by County.

6.7. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

6.8. Errors and Omissions Uncompensated

In the event of any errors or omissions by the Contractor in the performance of any work required under this contract, the Contractor shall make all necessary corrections without additional compensation.

7. Exhibit C: Insurance Coverage

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to County.
Contractor shall provide the types and amounts of insurance motioned below.

7.1. General Liability

General Liability Insurance, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations, contractual liability with limits not less than $1,000,000. per occurrence, $2,000,000 General Aggregate and $2,000,000 Products–Completed Operations Aggregate for bodily injury, personal injury, and property damage. Coverage shall include Employers Liability (stop gap).

The Commercial General Liability Coverage shall include the following endorsements:

- The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement"
- Primary, Non-contributory endorsement, both in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement".

The Commercial General Liability Coverage shall not include the following endorsements:

- Amendment of Contractual Liability
- Total Pollution Exclusion
- Cross Suits Liability Exclusion

7.2. Proof of Insurance

Contractor shall provide certificates of insurance to County as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be submitted to the contract manager prior to the commencement of performance. Current certification of insurance shall be kept on file with County at all times during the term of this contract. County reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.3. Duration of Coverage

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees or subcontractors. Contractor must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. County and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

7.4. County's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, County has the right but not the duty to obtain the insurance it deems necessary and any premium paid by County will be promptly reimbursed by Contractor or County will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, County may cancel this Agreement.

7.5. Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of Washington, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the County's risk manager.

7.6. Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against County, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7.7. Enforcement of Contract Provisions (Non Estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the County to inform Contractor of non-compliance with any requirement imposes no additional obligations on the County nor does it waive any rights hereunder.

7.8. Requirements Not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

7.9. Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to County with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

7.10. Additional Insured Status

General liability policies shall provide or be endorsed to provide that County and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

7.11. County's Right to Revise Requirements

The County reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and Contractor may renegotiate Contractor's compensation.

7.12. Self-Insured Retentions

Any self-insured retentions must be declared to and approved by County. County reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by County.

7.13. Timely Notice of Claims

Contractor shall give County prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

7.14. Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

8. Exhibit D: Criteria for Evaluation

CRITERIA FOR EVALUATION

DEVELOPMENTAL DISABILITIES

July 1, 2024

CRITERIA FOR ALL SERVICES

8.1. SERVICES ACCORDING TO INDIVIDUAL NEED -- The service provider documents:

A. That services the client is receiving relate to the client's Individual Habilitation Plan (IHP) (ICF/ID), PASRR Level II Assessment, DDA Assessment including the Person Centered Service Plan (PCSP) and/or Individualized Family Service Plan (IFSP).

B. A copy of the current annual DDA Assessment, Service Summary, and Employment Summary or PASRR Level II Assessment or IHP or IFSP if applicable, will be maintained in the client's file or clear evidence that the provider has requested this documentation from the appropriate DDA Case Manager.

C. There is a County approved grievance process for clients that:

1. Is explained to clients and others in accordance with DDA Policy 5.02, Necessary Supplemental Accommodation;
2. Negotiates conflicts;
3. States advocates are available and clients are encouraged to bring advocates to help negotiate;
4. Provides a mediation process using someone who is unaffected by the outcome if conflicts remain unresolved (a DDA Case Resource Manager may be included as an alternative option);
5. Prohibits retaliation for using the grievance process; and
6. Includes a process for tracking and reporting grievances.

D. Clients and others, in accordance with DDA Policy 5.06, Client Rights, have been informed of their rights, what services and benefits may be expected from the program, the program's expectations of them, and if necessary, the client's family, guardian or advocate is also informed.

E. Reason for client exit from service.

8.2. HEALTH AND SAFETY -- The service provider has a policy that addresses confidential / private information for and documents:

A. Incidents involving injury, health or safety issues are reported to DDA and the County reference DDA Policy 6.08, Mandatory Reporting Requirements for Employment and Day Program Services Providers.

B. Incident reports are tracked and analyzed for potential trends and patterns.

C. Mandatory reporting is done in accordance with Chapter 74.34 RCW, Abuse of Vulnerable Adults and Chapter 26.44 RCW, Abuse of Children.

D. Current emergency contact and medical information (medications, diet, allergies, etc.) needed during the hours of service is readily available for each client.

E. Evidence that it employs typical safety protection based upon the environment the client is working or receiving services in.

8.3. POLICIES PROTECTING INDIVIDUAL RIGHTS -- The service provider has policies that protect individual rights that include but are not limited to:

A. Respectful staff-to-client interactions;

B. A person's right to be treated with dignity, respect and free of abuse;

C. A person's right to privacy; and

D. Safeguarding personal information.

8.4. ORGANIZATIONAL DESIGN -- The service provider documents:

A. The date policies are implemented or date they are revised.

B. A written performance plan which describes program objectives, expected outcomes, how and when objectives will be accomplished, and that the plan is evaluated at least biennially and revised based on actual performance. The performance plan must include performance indicators that address diversity, equity and inclusion efforts. Document progress on performance indicators identified in DDA Policy 6.13, Provider Qualifications for Employment and Day Program Services.

C. Direct service staff are trained and has experience in accordance with DDA Policy 6.13.

D. That it is able to account for and manage public funds compliance with Generally Accepted Accounting Principles "GAAP" provide financial statements within nine months subsequent to the close of the subcontractor's fiscal year. An agency, for-profit or non-profit, who receives in excess of $100,000 in DDA funds during its fiscal year from the County, shall provide Certified Public Accountant reviewed or audited financial statements.

E. An administrative/organizational structure that clearly defines responsibilities.

F. Each employee has a current (within three years) DSHS background check in accordance with RCW 43.43.830-845, RCW 74.15.030 and WAC 388-825. Child Development Service providers may submit background checks directly to the BCS at DSHS or they may submit background checks to the Department of Children, Youth and Families, for processing by the DSHS BCCU.

G. Equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively (reference DDA Policy 5.05, Limited English Proficient (LEP) Clients).

8.5. CHILD DEVELOPMENT SERVICES (Birth to Three) -- The County evaluates, in collaboration with the Local Lead Agency, that service providers document:

A. The child and family received timely services. (Services are considered timely if they begin within 30 days of the start date on the signed IFSP unless documented that there was an exceptional family circumstance).

B. Services are in compliance with the natural environments criteria for IDEA, Part C and Washington State's federally approved Early Intervention Plan.

C. Training, experience, and expertise of staff meet the highest entry level requirements in Washington State for Early Intervention professionals and relate to the needs of the child.

D. Evaluation (eligibility), assessment (child and family need) and the Individualized Family Service Plan (IFSP) was conducted within 45 days of receipt of referral. (Referral is defined as the date the family resources coordinator or lead agency received referral)

E. The family was assisted to ensure the child obtained an evaluation by a multidisciplinary team.

F. Contractor received from the parent, in writing, consent for all activities related to the provision of Early Intervention Services in the family's native language or other mode of communication.

G. The IFSP was reviewed every six months with a new plan written annually.

H. Progress toward the child and family outcomes within the IFSP are assessed on an ongoing basis and documented at least annually.

I. 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. Child specific outcomes reflect the child's participation in everyday routines and activities. Family specific outcomes address the capacity of the family to enhance their child's development.

J. Services and supports were provided, to the maximum extent appropriate for the individual child, in naturally occurring environments and occurs in a setting other than a natural environment only when early intervention cannot be achieved satisfactorily for an infant or toddler in a natural environment.

K. A transition plan for each child participating in the early intervention program was developed at least 90 days prior to the child's third birthday.

8.6. ALL EMPLOYMENT SERVICES-- The service provider documents:

A. Adult Employment plans will include the information listed below and should be developed by the provider in collaboration with the Case Resource Manager, client and their family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the client and/or their guardian, if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. All employment plans should address how the client will pursue and maintain a community paid job, increased wages, and increased work hours towards a living wage.

1. Current date;
2. Timeline for the plan;
3. Client's name first and last;
4. Client ADSA ID;
5. Employment goal;
    A. The preferred (job type) the client wishes to obtain or maintain;
    B. The preferred wages/salary the client wishes to earn;
    C. The number of hours the client prefers to work;
    D. The agreed upon timeline to achieve the employment goal.
6. The client's skills, gifts, interests and preferred activities;
7. Measurable strategies and timelines (action steps and supports) to meet the employment goal;
8. Identification of persons and/or entities available to assist the client in reaching their employment goal (example: a family member, Vocational Rehabilitation services, etc.) and;
9. Identification of other accommodations, adaptive equipment and/or supports critical to achieve employment goal.

B. All services relate to the client's individually identified goal(s) as outlined in the employment plan.

C. The identification and provision of supports necessary for job success have been provided to each client. Supports may include, but are not limited to, identification of resources necessary for transportation, job restructuring, work materials or routine adaptation, work environment modifications, identification of job counseling needs, etc.

D. Supports, which include training and support to employers and co-workers, have been provided in each job placement to ensure jobs are maintained and fading is occurring. This also includes the development of natural supports.

E. Employment service activities and the outcome of those activities are documented.

F. Six-month progress reports describing the progress made towards achieving client's goal will be provided by the service provider to the Case Resource Manager, client, and/or guardian if any within 30 days following the six-month period.

G. Training and support is provided as a part of a client's pathway to integrated employment in accordance with DDA Policy 4.11, County Services for Working Age Adults.

H. Information about wages, benefits, and work hours for each client.

I. Progress in achieving increased wages and work hours for each client.

J. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42 C.F.R Section 441.301(c)(4) including: is integrated in the greater community and supports individuals to have full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; the setting provides opportunities to seek employment and work in competitive integrated settings; and the setting facilitates individual choice regarding services and supports, and who provides them.

K. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not receive Medicaid HCB services. These settings are presumed not to be home and community-based.

8.7. GROUP SUPPORTED EMPLOYMENT-- The service provider documents:

A. Clients in Group Supported Employment shall be compensated in accordance with applicable State and Federal laws and regulations and the optimal outcomes of the provision of Group Support Employment services is permanent integrated employment at or above minimum wage in the community.

B. The direct service staff hours supporting the group.

C. Clients' identified goal(s) include pathway strategies leading to Individual Supported Employment.

8.8. INDIVIDUAL SUPPORTED EMPLOYMENT SERVICES-- The service provider documents:

A. Service is in accordance with the DDA Employment Activities – Strategies and Progress/Outcomes Measures document.

B. State-adopted self-employment guidelines are followed for any individual who owns and operates a business. In addition, at minimum, any self-employment venture must include a business plan, established benchmarks for financial gain, and show that progress is being made towards providing a living wage.

8.9. COMMUNITY INCLUSION SERVICES -- The service provider documents:

A. Adult Community Inclusion plans will include information that identifies and addresses the individualized goal and support needs for each client. Plans must consider individualization, integration, and safety and should be developed by the provider in collaboration with the Case Resource Manager, client and their family (the team). Initial plans will be completed within 60 days from date of service authorization and must be signed by the client and/or their guardian if any. Copies of the initial and subsequent revised plans will be distributed as appropriate to all team members. Plans will be reviewed and signed annually. Plans will include the information listed below:

1. Current date;
2. Timeline for the Plan;
3. Client's name first and last;
4. Client's ADSA ID;
5. The client's skills, gifts, interests, and preferred activities.
6. The Community Inclusion goal. The goal needs to relate to the following (per the County Guide to Achieve Developmental Disability Administration Guiding Values):

    A. Identify integrated community places where the client's interest, culture, talent, and gifts can be contributed and shared with others with similar interests.

    B. Identify typical community clubs, associations, and organizations where the client can be a member and have decision making capacities.

    C. Identify opportunities where the client can contribute to the community doing new and interesting things or things the client enjoys.

D. Building and strengthening relationships between family members and members of the local community who are not paid to be with the person

7. The Support Assessment subscale that most relates to the goal (Community living; Lifelong learning; Employment; Health & Safety; Social; and Protection & Advocacy)
8. Measurable strategies and timelines (action steps and supports) to meet the goal.
9. Identification of persons and/or entities available to assist the client in reaching their long-term goal.
10. Identification of other accommodations, adaptive equipment and/or conditions critical to achieve the goal.

B. All services relate to the client's individually identified goal(s) as outlined in their plan.

C. Six-month progress reports describing the progress made towards achieving the client's goal, service activities and the outcome of those activities will be provided by the service provider to the Case Resource Manager, client, and/or guardian if any within 30 days following the six-month period.

D. Each client is assisted to participate in typical and integrated activities, events and organizations in the client's neighborhood or local community in ways similar to others of same age.

E. Each client is assisted to take part in activities on an individualized basis.

F. The opportunity is provided for connection and relationship building between the client and people without disabilities and who are not paid to provide services to the client. This also includes the development of natural supports and fading of paid staff support.

G. Volunteer opportunities comply with U.S. Department of Labor standards and applicable state standards.

H. Service activities and the outcome of those activities are documented.

I. Evidence that services the agency provides adhere to the Medicaid HCBS settings requirements of 42 C.F.R. Section 441.301 (c)(4) including: is integrated in and supports full access to the greater community; ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS; and provides opportunities to seek employment and work in competitive integrated settings.

J. Identifying settings that isolate people from the broader community or that have the effect of isolating individuals from the broader community of individuals who do not

receive Medicaid HCB services. These settings are presumed not to be home and community-based

9. Exhibit E: Data Security Requirements

9.1. 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. "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. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

D. "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 iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, O365, and Rackspace.

E. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred and required to be implemented by 6/30/2020) 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.

F. "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.

G. "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.

H. "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.

I. "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.

J. "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.

K. "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.

L. "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.

M. "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.

9.2. 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/fsa/central-contract-services/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.

9.3. 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 data, 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 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

9.4. 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.

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 do not allow end-user modification. Examples would include but not be limited to installing key loggers, malicious software, or any software that will compromise DSHS data.

2. Not allowing the use of dial-up connections.

3. Using industry standard protocols and solutions for remote access. Examples include, but are not limited to RADIUS Microsoft Remote Desktop (RDP) 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. All Contractors must be in compliance by 6/30/2020.

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)

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.

9.5. 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.

1. 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:

A. Keeping them in a Secure Area when not in use,

B. Using check-in/check-out procedures when they are shared, and

C. 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 attest to the contact listed in the contract and keep a copy of that attestation for your records 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.

F. The Data will not be downloaded to non-authorized systems, meaning systems that are not on the contractor network.

G. The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within the 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 HIPAA compliant.

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.

9.6. 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.

9.7. Data Segregation

A. DSHS category 4 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.
2. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.
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.

9.8. Data Disposition

When the contracted work has been completed or when the DSHS Data is no longer needed, except as noted above in Section 5.b, DSHS 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, incineration, or contractor
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

Signature Page

The terms and conditions of this contract, including all attachments and subsequent amendments, constitute the entire and exclusive understanding between the parties. No other understandings, writings, and communications, oral or otherwise, regarding the subject matter of this contract shall exist to bind the parties. The parties signing below represent they have read and understand this contract and have the authority to execute this contract.

PLEASE NOTE: In accordance with Resolution 25-087, this contract is subject to approval by the Lewis County Board of County Commissioners. The Lewis County Board of County Commissioners delegates contract approval authority to the Department Director, subject to all provisions in Resolution 25-087.

For the County	For the Contractor
Mejia Handley	Craig Dublanko
FULL NAME	**FULL NAME**
Director	CEO
TITLE	**TITLE**
	Craig Dublanko
SIGNATURE	**SIGNATURE**
7/14/2025	07/14/2025
DATE SIGNED	**DATE SIGNED**
	John O'Largue Sr. Jul 9, 2025 12:20 PDT)
	Lucy Machowek

CCAP Contract #C15-0245-25

Final Audit Report 2025-07-14

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