1861 - 37479

STATE OF WASHINGTON

DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DIVISION OF VOCATIONAL REHABILITATION
1-800-637-5627 (V/TDD) or (360) 725-3636 (V/TDD) or www1.wa.gov/dshs/dvr
4565 7TH AVE SE • Lacey WA • 98503
Mailing Address: PO Box 45340 • Olympia WA 98504-5340

MEMORANDUM OF UNDERSTANDING
BETWEEN
Division of Vocational Rehabilitation
AND
DSHS Developmental Disabilities Administration

I. PURPOSE

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

II. GUIDING PRINCIPLES

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

A. All individuals who experience intellectual or developmental disabilities can be successfully employed when they are given consistent opportunities to receive services and reasonable accommodations statewide that are tailored to their unique talents and needs.

B. Collaboration and service delivery coordination are essential in order to ensure that DVR and DDA successfully serve mutual clients who are eligible to receive services from both programs.

C. The successful employment of the individual being jointly served shall be the central focus of service delivery collaboration. The underlying goal of all joint planning and service delivery between DVR and DDA is competitive integrated employment that maximizes the work hours and earnings of individuals who are mutually served.

D. Employment planning and the successful achievement of employment may take longer for some individuals. All services must be individualized. Mutual clients experience a greater opportunity to obtain employment outcomes through a consistent statewide coordinated service delivery approach that addresses, eliminates or reduces their barriers to employment.

E. The unique skills, expertise, and experience of DVR and DDA staff are mutually recognized and utilized in the interest of assisting mutual clients to achieve successful employment outcomes.

F. DVR and DDA frontline staff who are serving clients jointly will regularly communicate and coordinate service delivery; and exercise flexibility in the methods used for collaboration, including but not limited to, telephone consultations, email, and/or in-person staffing.

G. DVR and DDA funding may be used to serve mutual clients as follows:

DVR funds may be used to pay for:

1. Necessary assessment services and job placement services to assist the individual in achieving his/her chosen employment goal;
2. Time-limited support services as soon as competitive and integrated employment begins until the individual achieves satisfactory, stable job performance (up to 24 months);
3. Extended long term support services for youth with a most significant disability when need is determined on a case-by-case basis (up to 4 years or age 25); and
4. Other vocational rehabilitation services required by the individual to achieve competitive integrated employment.

DDA funds may be used to pay for:

Extended long term support services that that may be contracted through County Developmental Disabilities Programs and delivered by their employment service providers to assist the individual in maintaining competitive integrated employment as soon as DVR time-limited support services are completed or that may be provided as natural supports on the job or by other sources.

Extended Services provided by a County Employment Provider if the customer receiving extended services from a County Employment Provider loses the job prior to DVR case closure and needs routine job replacement, the County Employment Provider is responsible to provide suitable job replacement to the extent capable and provide services at no additional cost until the customer's work performance is stabilized. Suitable routine job replacement is agreed upon by the customer, VR counselor, and the County Employment Provider.

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

III. DVR TERMINOLOGY & DEFINITIONS [Excerpted from CFR 361.5, State Vocational Rehabilitation Services Program]

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

1. Community Based Assessment – time-limited placement in paid employment or other realistic work setting to:
   a. Identify and assess an individual's barriers to employment,
   b. Obtain vocational information needed by the individual to select an employment goal, and,
   c. Determine the nature and scope of DVR services needed by the individual to achieve an employment outcome.
   d. Job Placement – locating and placing the individual in to permanent, competitive integrated employment consistent with his/her employment goal.
   e. Intensive Training – time-limited training and support provided on the job to assist the individual in achieving satisfactory, stable performance.

B. Competitive integrated employment means work that—

1. Is performed on a full-time or part-time basis (including self-employment) and for which an individual is compensated at a rate that–
   a. Is not less than state or local minimum wage law for the place of employment;
   b. Is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; and
   c. In the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and
   d. Is eligible for the level of benefits provided to other employees; and
2. Is at a location—
   a. Typically found in the community; and

b. Where the employee with a disability interacts for the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g., customers and vendors), who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with these persons; and

3. Presents, as appropriate, opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

C. Employment outcome means, with respect to an individual, entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment (including customized employment, self-employment, telecommuting, or business ownership), or supported employment that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

D. Extended long term support services means services that are—

1. Needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment;
2. Organized or made available, singly or in combination, in such a way as to assist an individual in maintaining supported employment;
3. Based on the needs of an individual, as specified in an individualized plan for employment;
4. Provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made the transition from support from the designated State unit; and
5. Provided to a youth with a most significant disability by DVR in accordance with federal requirements for a period not to exceed four years, or at such time that a youth reaches age 25 and no longer meets the definition of a youth with a disability, whichever occurs first. DVR may not provide extended services when there is another source for the services or to an individual with a most significant disability who is not a youth with a most significant disability. The need for extended long term support services is determined on a case-by-case basis.

E. Individual with a most significant disability means a DVR customer who:

1. Requires two or more DVR services over an extended period of time (twelve months or more); and

2. Experiences serious functional losses in four or more of the following areas in terms of an employment outcome:
   a. Mobility;
   b. Communication;
   c. Self-care;
   d. Cognition and learning (including self-direction);
   e. Interpersonal skills;
   f. Work tolerance; or
   g. Work skills.

F. Individualized Plan for Employment means a written plan developed by each DVR client and approved by a DVR Counselor that must:

1. Identify the individual's employment goal for the maximum number of hours possible based on the individuals strengths, interests, capabilities and informed choice;
2. Identify the steps, timelines, and VR services required to achieve the employment goal, including comparable services and benefits to be provided by other agencies;
3. List the VR service providers chosen by the individual;
4. Describe criteria for evaluating the individual's progress towards achieving their employment goal; Identify the supported employment services to be provided by DVR; and
5. Identify the expected extended long term support services and the source of those services (or a reasonable expectation that those services will become available).

G. Time-limited support services, as used in the definition of supported employment, means services provided by DVR that are time-limited and—

1. Are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability, in supported employment within a competitive and integrated environment;
2. Are identified based on a determination by DVR of the individual's need as specified in an individualized plan for employment;
3. Are furnished by DVR from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended services providers throughout the individual's term of employment in a particular job placement;
4. Include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on—
   a. At a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or
   b. If under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual;

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

H. Post-employment services means individualized services that DVR provide after a customer's case is closed as a competitive integrated employment outcome that are necessary for an individual to maintain, regain, or advance in employment, consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Post-employment services are provided by DVR when needed to ensure that the employment outcome remains consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. These services are available to meet rehabilitation needs that are not available as extended long term support services and do not require a complex and comprehensive provision of services and, are limited in scope and duration. If more comprehensive services are required, then a new DVR case must be opened. Post-employment services are to be provided under an amended individualized plan for employment; thus, a re-determination of eligibility is not required. The provision of post-employment services is subject to the same requirements as the provision of any other vocational rehabilitation service.

Post-employment services are available to assist an individual to maintain employment (e.g., the individual's employment is jeopardized because of conflicts with supervisors or coworkers, or the individual requires assistive technology to maintain the employment); to regain employment (e.g., the individual's job is eliminated through reorganization and new placement services are needed); and to advance in employment (e.g., the employment is no longer consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice) within a competitive integrated environment.

Post-employment services are not provided to supplant extended long term support services that are required to be provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource.

I. Supported employment means—

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

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

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

1. Organized and made available, singly or in combination, in such a way as to assist an individual to achieve competitive integrated employment;
2. Based on a determination of the needs of an individual, as specified in an individualized plan for employment;
3. Provided for a period of time not to exceed 24 months, unless under special circumstances the eligible individual and the rehabilitation counselor jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
4. As post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

IV. DDA TERMINOLOGY & DEFINITIONS [excerpted from DDA Employment and Phases and Billable Activities and RCW 71A.10.015]

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

1. Mission, values, and vision of employment;
2. Stakeholder leadership (Self-Advocates and their families);
3. Partnerships and collaboration (we collaborate with anyone who can help);
4. Focus on employment;

5. Capacity and skills of employment agencies (contracted providers);
6. Technical assistance and training; and
7. Data, reporting and fiscal models.

B. Working age adults means individuals age 21 through 61 years.'

C. Discovery includes the following activities-

1. Identification of job interests.
2. An assessment on skills.
3. Spotting potential obstacles and probable remedies.
4. Consideration of current job market compared to individuals desired job(s).
5. Development of plan including goals, methods and strategies

D. Employment Provider means an Organization or County that provides the following services to DDA eligible individuals-

1. Community Inclusion services are individualized services provided in typical integrated community settings. Services will promote the persons' competence, integration, physical or mental abilities and are for individuals who are 62 or older who have retired or choose to not work after seeking employment for 9 months. Services assist individuals to participate in integrated activities, events and organizations in the local community in ways similar to others of similar age.
2. Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.
3. Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services include the elements outlined in Individual Supported Employment and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. Typical program examples include enclaves, mobile crews, and other business-based programs employing small groups of workers with disabilities in integrated employment. [NOTE: DVR does not provide or participate in Group Supported Employment services; these are provided solely by DDA and are not subject to this MOU.]

4. Information/Education provides a variety of activities and strategies developed to assure that individuals with developmental disabilities and

families have full access to current information about services and supports that will assist them in becoming full participants in their communities. Other services include activities aimed at promoting public awareness and involvement and community consultation, capacity building, and organization activities.

5. Individualized Technical Assistance services provide assessment and consultation to the service provider, client and their support system to identify and address existing barriers to employment.

E. Job coach services means necessary support for an individual to maintain an individual job in a competitive integrated setting in the general workforce.

F. Job stabilization is the point when the individual and their VR Counselor with consultation in DD representatives (County and DDA) agree that the employment goal, including hours worked, in the IPE has been reached and that they and the employer agree that the individual is performing well on the job. At that point, transition to extended long-term support services funded by DDA should occur.

G. Long term support are services that that may be contracted through County Developmental Disabilities Programs and delivered by their Employment Providers to assist the individual in maintaining competitive integrated employment as soon as DVR Intensive support services are completed or that may be provided as natural supports on the job or by other sources.

V. DDA REFERRAL AND CASE MANAGEMENT GUIDELINES

A. DDA will assure that all clients referred to DVR, including the individual's representative, understand that the intent of the referral is for the purpose of learning how DVR services will assist them in obtaining and maintaining competitive integrated employment. Only individuals who indicate the desire to be employed in a competitive integrated setting will be referred to DVR.

B. The DDA Case Manager will discuss with the individual, and the individual's representative where applicable, the supported employment services that DVR offers and how these services will assist the individual in becoming employed based on training with the local DVR office.

C. When the individual or the individual's representative, is referred to DVR, the DDA Case Manager will send an information packet to the designated liaison at the local DVR office, including:

1. The DSHS 14-012, Consent form, signed by the individual or individual's parent or legal guardian;
2. A copy of Guardianship paperwork, if applicable;
3. A copy of the DDA Determination Evaluation;
4. A copy of recent educational, psychological, and medical records held by DDA; and
5. Any information related to work involvement or work history, work-like activities or evaluations.

D. Once the individual applies and has been determined eligible for DVR services, the County Developmental Disabilities Program (CDD) Program will monitor to ensure there are not duplicate payments made by DVR and DDA for the same or similar services.

When DDA is funding extended long term support services for the individual it will assure that services and service hours are adequate to enable the individual to work the maximum number of hours desired, as specified in the DDA Employment Plan.

VI. DVR PROCESS FOR SERVING DDA ELIGIBLE INDIVIDUALS REFFERED FROM DDA OR A THIRD PARTY

A. The referred individual, and the individual's representative, will be scheduled to meet with DVR staff to be informed of services so that they can make a decision whether or not to apply for DVR services.

B. An individual who applies for DVR services will be assigned to a DVR Counselor who:

1. Obtains signed consent from the individual, or the individual's representative, to share information with DDA to:
   a. Coordinate service delivery; and
   b. Ensure that client data sharing between DVR and DDA occurs during the time the individual is active with DVR.
2. Determines the individual's eligibility for DVR services;
3. Provides substantial counseling and guidance to assist the individual in:
   a. Choosing an employment goal and developing an individualized plan for employment (IPE) to achieve that goal;
   b. Implementing the IPE and maintaining successful progress towards achievement of their employment goal; and
   c. Resolving or overcoming unexpected challenges or situations that may arise as barriers to their employment goal.
4. Approves the IPE and authorizes payments for required VR services;
5. Coordinates VR services with the DDA Case Manager and other providers who are serving the individual; and
6. Decides when to close the individual's case.

C. Upon approval of the IPE, the DVR Counselor will assist the individual in choosing a Community Rehabilitation Program (CRP)/ County Employment Provider that provides:

1. Job placement services to assist the individual in obtaining competitive integrated employment that is consistent with his/her employment goal for the maximum number of hours possible; and
2. Intensive training services to assist the individual in learning job duties and achieving satisfactory, stable job performance (not to exceed 24 months unless the DVR Counselor approves a longer period).

Prior to job placement, a CRP/Employment Provider may be authorized by the DVR Counselor to conduct a Community Based Assessment with the individual to provide needed information for his/her selection of an employment goal. The reasoning behind the Community Based Assessment as well as the results will be shared with DDA Case Manager throughout the Community Based Assessment process.

D. When an individual achieves satisfactory, stable job performance, s/he must transition to extended long term support services provided by a source other than DVR.

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

DVR may provide extended long term support services to youth with a most significant disability for up to 4 years or age 25, whichever occurs sooner, when there is no other source for the services. This need is determined on a case-by-case basis.

E. The DVR case will be closed when an individual:

1. Has successfully transitioned to extended long term support services provided by a source other than DVR for at least 90 consecutive days and requires no other DVR services; or
2. Has stopped participating in DVR services or is unable to make agreed upon progress towards achievement of his/her employment goal. This information will be shared with the DDA Case Manager at the time of the closure via a document, email or phone call per the agreed upon format by the local DVR and DDA offices.
3. Has no available source of extended long term support services.

When DVR closes a case, the reasons for closure will be discussed in advance by the DVR Counselor with the individual, their representative and the referring DDA Case Manager.

F. DVR will provide post-employment services when needed by the individual to maintain, regain or advance in competitive integrated employment. However, DVR will not provide post-employment services in lieu of extended long term support services that are funded by DDA or other sources.

An individual's need for an increased amount of extended long term support service hours to maintain satisfactory performance in performing their existing job duties will not be considered as the basis for post-employment services to be provided by DVR.

DVR provides time-limited support services to an individual as post-employment services, as described in WAC 388-891A-0890, following the change from supported employment services to extended services if:

1. The extended service provider cannot provide the services; and
2. The individual needs specific services to keep, advance in, or regain their job.

Examples of when DVR post-employment services will be provided include, but are not limited to:

1. An individual is assigned new job duties that require learning substantially different tasks that they have not performed before, and the individual requires intensive training that their extended long term support service provider is not skilled to provide.
2. An individual is terminated from employment for reasons unrelated to their performance (e.g., their employer downsizes the workforce, relocates to a different community, or goes out of business), and the individual requires job placement services to obtain a similar job that matches their existing skills.
3. An individual is promoted by their employer to a higher paying job that involves substantially different duties and tasks that they must learn, and the individual requires intensive training to achieve satisfactory, stable performance in their new position.
4. An individual's physical impairment progresses and they require a redesign of their job station and/or new assistive technology devices that will enable them to continue performing satisfactorily.
5. An individual has excelled in their existing job and wants to obtain a better paying position with either their existing or a new employer that, and the individual requires job placement services to advance in employment.

G. When a DDA eligible individual is referred from a "third party" (Community Rehabilitation Program, school, family member, etc.) to DVR the same process for referrals from DDA to DVR applies, as described in Section 5. The DVR Counselor obtains a signed consent from the individual or the individual's representative to share information with DDA and the third party referral source to ensure seamless coordination of services.

VII. GUIDELINES FOR COLLABORATION AND COORDINATION

A. Close, consistent and effective working relationships between DVR and DDA at all organizational levels are the foundation for successful service delivery collaboration and coordination, especially at the frontline service delivery level. These relationships will be sustained by the following activities:

1. DVR and DDA state-level leadership will establish a regular meeting schedule to foster communication, partnership and collaboration between the division and administration.

2. DVR Regional Administrators and DDA Regional Administrators, or their respective designees, will work closely within their regions/areas to lead and support successful implementation of this MOU.
3. DVR and DDA Supervisors will lead and support close, effective working relationships between their respective staff.

B. To support and facilitate the local referral process DVR and DDA will each assign a liaison between every local DVR and DDA office. These liaisons will communicate regularly to address any problems or concerns that may arise. In addition, DVR and DDA will each designate a Program Manager at the Headquarters level to help facilitate cross-divisional training on this MOU and maintain an effective interagency relationship.

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

D. DVR and DDA will mutually develop and deliver training to assure that staff of both agencies understand and consistently implement the requirements and procedures of this MOU.

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

A. County Developmental Disabilities Programs: DVR and DDA each maintain close working relationships with County Developmental Disabilities (CDD) Programs. The CDD Programs play a key role at the local level in contributing to the successful employment of individuals with intellectual or developmental disabilities who are jointly served by DVR and DDA.

1. DVR and DDA will work cooperatively at state and local levels to maintain effective collaboration, coordination, and open communication with CDD Programs.
2. This communication will include topics such as service delivery coordination, availability of extended long term support services, CRP and County Employment Provider quality and capacity, as well as other timely matters.

DVR will initiate an Interlocal Agreement with each CDD Program in the state that satisfies the federal Rehabilitation Act requirements of 34 CFR 363.50 which require DVR to enter in to collaborative agreements with the entities that provide

extended long term support services to joint supported employment clients. DVR will share copies of these agreements with DDA. These agreements will specify:

1. Time-limited, support services to be provided by DVR;
2. The extended long term support services that may be provided by DVR to youth with a most significant disability for up to 4 years or age 25, whichever occurs sooner, when there is no other source for the services.
3. The need is determined on a case-by-case basis; and
4. The extended long term support services to be provided by the CDD Program.

B. School Districts: DVR and DDA, in cooperation OSPI, will explore the development of an implementation plan to build statewide capacity among school districts to improve transition planning for students in special education who meet criteria for services from the developmental disabilities administration, and shall provide all school districts with an opportunity to participate.

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

Upon referral and when an individual becomes known to DVR, DVR is required by the federal Rehabilitation Act, CFR 397.40, to provide career counseling and other information at prescribed intervals to individuals who are employed in sub-minimum wage jobs, in order to provide such individuals the opportunity to obtain competitive integrated employment if they wish to do so.

DDA will collaborate with DVR to create written procedures by which:

A. DDA will provide DVR with the names and other information of DDA clients per confidentiality procedures who are known to be employed in sub-minimum wage jobs, in the Residential Habilitation Centers (RHCs).

B. DVR will coordinate with the points of contact at the RHCs to ensure that these individuals employed at subminimum wage and their representatives are offered an opportunity to meet with DVR and learn about the opportunity to receive vocational rehabilitation services that may lead to competitive integrated employment.

C. When developed, these procedures will be attached as an addendum to this MOU.

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

A. DVR and DDA will mutually identify data to be shared for the purpose of tracking the number of clients jointly served by both agencies and evaluating implementation of this Agreement.

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

XI. EFFECTIVE PERIOD OF THIS MOU

This MOU will be effective upon signature of the respective directors and will remain in effect until June 30, 2021, unless the conditions below apply.

XII. MOU ALTERATIONS AND AMENDMENTS

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

XIII. TERMINATION

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

XIV. AGREEMENT EXECUTION

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

DSHS – Developmental Disabilities Administration:

Evelyn Perez — DATE: 8/6/18
DDA Assistant Secretary

Melissa Diebert — DATE: 8/20/18
DDA Contract Specialist / Contract Officer

Tammy Layton
Contract Manager

DSHS – Division of Vocational Rehabilitation:

Robert K. Hines — DATE: 8/29/18
DVR Director

Doni Kotas-Turner — DATE: 8/31/18
DVR Key Contracts Coordinator / Contract Officer

ATTACHMENT A - EXHIBITS

Exhibit A: DSHS Data Security Requirements

Exhibit B: DDA Policy 4.11, County Services for Working Age Adults

Exhibit C: Sample DDA Eligibility Determination

Exhibit A – Data Security Requirements

1. **Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

   d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

   e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

   f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

   h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of

evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/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.

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. Security awareness training for all employees, presented at least annually, which informs Contractor staff of their responsibilities under the Contractor's security policy. If the Contractor does not have an appropriate security awareness course, any of their staff who will work with the Data or systems housing the Data, must successfully complete the DSHS Information Security Awareness Training, which can be taken on this web page: https://www.dshs.wa.gov/fsa/central-contract-services/it-security-awareness-training.

   c. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

   d. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

   a. Have documented policies and procedures governing access to systems with the shared Data.

   b. Restrict access through administrative, physical, and technical controls to authorized staff.

   c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

   d. Ensure that only authorized users are capable of accessing the Data.

   e. Ensure that an employee's access to the Data is removed immediately:

      (1) Upon suspected compromise of the user credentials.

      (2) When their employment, or the contract under which the Data is made available to them, is terminated.

      (3) When they no longer need access to the Data to fulfill the requirements of the contract.

   f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

   g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

      (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

      (2) That a password does not contain a user's name, logon ID, or any form of their full name.

      (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

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

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data**. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

   For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives**. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers**. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents**. Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

   (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

      (a) Encrypt the Data.

      (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

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

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

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

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

iii. Taking frequent inventories.

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

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

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition.*

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition.*

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

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

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

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

(b) The Cloud storage solution used is FedRAMP certified.

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

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

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation**.

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

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

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives,	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or

portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

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

Washington State
Department of Social
& Health Services

DEVELOPMENTAL DISABILITIES ADMINISTRATION
Olympia, Washington

TITLE: COUNTY SERVICES FOR WORKING AGE ADULTS POLICY 4.11

Authority: Chapter 71A RCW — *Developmental Disabilities*
WAC 388-850-035 — *Services – Developmental Disabilities*

BACKGROUND

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

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

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

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

The Working Age Adult policy was first issued in July 2004 and counties were given a timeline of July 2006 for full implementation. Between 2007 and 2009 the number of DDD clients in

integrated employment increased by 54 percent, representing an additional 2,555 clients and a total of 7,277 clients in integrated employment.

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

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

PURPOSE

This policy establishes employment supports as the first use of employment and day program funds for working age adults and ensures that after nine months of employment services the person may choose Community Access. The policy establishes guidelines for Field Services staff of the Developmental Disabilities Administration (DDA) and Counties to follow when providing services to working age adults.

SCOPE

This policy applies to all DDA eligible working age adults who receive or seek employment and day program services, DDA Field Services staff, and Counties under contract with DDA and their subcontractors.

DEFINITIONS

Administration means the Department of Social and Health Services' Developmental Disabilities Administration (DDA).

Day Program means Community Access service.

Community Access service means support to assist individuals to participate in activities that promote individualized skill development, independent living and community integration. Activities must provide individuals with opportunities to develop personal relationships with others in their local communities and to learn, practice and apply skills that promote greater independence and community inclusion.

Employment program services means Individual Employment, Group Supported Employment, or Pre-Vocational service (sometimes referred to as Sheltered workshops).

Employment supports means services that support individuals to pursue or maintain gainful employment in integrated settings in the community. Key elements of these services include:

1) Supports are tailored to the needs, interests and abilities of the individual; 2) All individuals receive supports to achieve and maintain integrated, gainful employment in their community.

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

Integrated settings means typical community settings not designed specifically for individuals with disabilities in which the majority of people employed are individuals without disabilities and wages are paid at minimum wage or better.

Living wage means the amount of earned wages needed to enable an individual to meet or exceed his or her living expenses.

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

Pursue gainful employment means employment or other activities that demonstrate steady movement toward gainful employment over time.

Supported employment means paid, competitive employment for people who have severe disabilities and a demonstrated inability to gain and maintain traditional employment. Supported employment occurs in a variety of normal, integrated business environments and includes:

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

Working age adults means individuals age 21 through 61 years.

POLICY

A. Supports to pursue and maintain gainful employment in integrated settings in the community shall be the first service option for working age adults.

1. Counties will develop and make available services that offer support for working age adults to pursue or maintain gainful employment, including support and technical assistance to achieve integrated employment outcomes.

2. DDA Field Services staff shall authorize services to working age adults that support the individual to pursue and maintain integrated, gainful employment.

3. Regardless of age, adults over age 21 may continue to receive support to pursue or continue to engage in integrated employment.

B. Approval for Community Access services to working age clients will be authorized when clients have pursued employment through the Administration for nine months and are not satisfied with the results.

C. Case Resource Managers (CRMs), in conjunction with County staff, will provide each DDA enrolled individual with information about all services and service providers and be available to answer questions to assist clients to understand their range of service options.

D. An individual client may be authorized for only one service option, either employment or Community Access.

PROCEDURES

A. **New Working Age Adults**

1. Counties and DDA Regions will negotiate contracts to ensure the availability of services consistent with this policy.

2. CRMs will provide individuals with information regarding services. CRMs will use the Comprehensive Assessment and Reporting Evaluation (CARE) system to complete DDA Assessments prior to referring these individuals to Counties for additional assistance.

3. CRMs, in cooperation with Counties, will determine preferences for gainful employment with clients and their family members. Counties will accept or decline referrals using the ADSA Web Access System.

4. CRMs will use CARE to authorize services for individuals seeking to pursue or maintain gainful employment or who are eligible to choose community access.

5. Approval for services to working age clients that do not emphasize the pursuit or maintenance of employment in integrated settings will be authorized when clients have pursued employment through the Administration for at least nine months and are unsatisfied with the results.

6. If clients of working age do not want to pursue or maintain gainful employment, and request Community Access, the CRM may submit an exception to rule. Refer to WAC 388-845-0603 for Community Access eligibility conditions.

7. If clients of working age do not want to pursue or maintain gainful employment and are not eligible to choose Community Access, then CRMs, in conjunction with County staff, will provide information about generic community services.

B. **Working Age Adults Currently Receiving Employment and Day Program Services**

1. Counties and DDA Regions will negotiate contracts to ensure the availability of services consistent with this policy.

2. Counties will work with service providers to ensure that individuals are gainfully employed or have an employment plan, which reflects the goals needed to pursue or maintain gainful employment. Each individual shall receive supports needed to implement and maintain their individualized plan.

3. CRMs will continue to authorize services for individuals who are pursuing or maintaining gainful employment.

4. After discussions with CRMs, if clients of working age have pursued employment through the Administration for at least nine months and are unsatisfied with the results, then CRMs will offer community access services.

C. **Review Function**

1. On a semi-annual basis, Counties will review service providers' progress towards ensuring that:

   a. Services to working age adults are consistent with this policy;

   b. Each participant is gainfully employed at client's identified job goal or has an individual employment plan;

   c. Each participant in Community Access has an individual plan; and

   d. Each participant has received assistance and made progress on their individualized plan.

2. On a semi-annual basis, service providers will submit progress reports to each client's CRM.

EXCEPTIONS

No exceptions to this policy may be granted without the prior written approval of the Deputy Assistant Secretary.

SUPERSESSION

DDD Policy 4.11
Issued June 1, 2012

Approved: */s/ Donald Clintsman* Date: July 15, 2013
Deputy Assistant Secretary
Developmental Disabilities Administration

Washington State Department of Social & Health Services
Transforming lives

DDA Determination Current

MOU – DVR & DDA – Exhibit C

Client Name: [redacted]
Client DOB: [redacted] Client Age: [redacted]
Decision: Eligible Decision Date: 03/29/2017
Eligibility Date: 03/29/2017 Expiration Date: 00/00/0000 Review Date: [redacted]
Decision Maker: [redacted]

Documents

Document: IEP-2015
Requested Date: 00/00/0000 Received Date: 07/07/2015
Source: [redacted]
Phone: [redacted] Extension:

Document: Eval - 2014
Requested Date: 00/00/0000 Received Date: 07/07/2015
Source: Evergreen School District
Phone: (360)604-3200 Extension:

Document: IEP-2017
Requested Date: 00/00/0000 Received Date: 03/15/2017
Source: Evergreen School District
Phone: (360)604-3200 Extension:

Document: Assessment Revision - 2016
Requested Date: 00/00/0000 Received Date: 03/15/2017
Source: Evergreen School District
Phone: (360)604-3200 Extension:

Document: Autism Diagnosis Evaluation - 2017
Requested Date: 00/00/0000 Received Date: 03/09/2017
Source: Boelter,Ph.D.BCBA-D, Eric
Phone: Extension:

Disabilities/Conditions

Disability/Condition: Autism
Evidence: Dx (Autism Spectrum Disorder per DSM-5), IQ: more than 2 SD below mean, Qualifying ABAS-II score

Existed before age 18? Yes