

**Memorandum of Understanding
between
DSHS Community Services Division
and
DSHS Division of Vocational Rehabilitation**

1. PURPOSE

This agreement describes the general criteria and processes for the Community Services Division (CSD) and the Division of Vocational Rehabilitation (DVR) to provide seamless and consistent service delivery statewide to mutual clients. For CSD, client is defined as a recipient of the Aged, Blind, or Disabled (ABD), Housing and Essential Needs (HEN) Referral, TANF / WorkFirst, Basic Food, or Refugee Cash Assistance (RCA).

Individuals with significant barriers to employment due to physical, mental, or sensory disabilities may be referred to DVR for vocational rehabilitation services that enable them to prepare for, obtain, and retain long-range employment goals.

2. GUIDING PRINCIPLES

CSD and DVR mutually share the following principles of collaboration to jointly serve individuals who experience disability-barriers to employment:

- a. All individuals with disabilities who want to work can be employed when they receive services tailored to their needs and reasonable accommodations.
- b. Collaboration and service delivery coordination are essential in order to ensure that CSD and DVR successfully serve individuals with disabilities who are eligible to receive services from both divisions.
- c. The success of the individual being jointly served is the central focus of service delivery collaboration. The underlying goal of all joint planning and service delivery between CSD and DVR is a living wage career for individuals who are mutually served.
- d. Achieving a living wage career often requires a phased approach, moving individuals from employment planning to a job, a better job, and then a career.
- e. Employment planning and the successful achievement of employment may take longer for some individuals.
- f. Evaluation, planning, and services must be individualized.
- g. Individuals with disabilities experience a greater opportunity to obtain employment outcomes through a coordinated service delivery approach that addresses, eliminates or reduces their barriers to employment.
- h. The unique skills, expertise, and experience of CSD and DVR staff are mutually recognized and utilized in the interest of successful individual outcomes.

- i. The exchange of pertinent information is critical to successful case management and individual success.
- j. A thorough assessment and consideration of the individual's disabling condition and resulting barriers to employment are essential in planning and achieving successful employment outcomes.
- k. The referral and participation in DVR services continue to be part of a continuum of services and options available to individuals receiving WorkFirst, ABD, RCA, and Basic Food benefits who experience disability-barriers to employment.
- l. Individuals are provided information, counseling, guidance, and the support needed or requested to make well-informed, productive decisions resulting in successful employment.
- m. Individuals served jointly by CSD and DVR will develop and revise their plans to achieve employment through mutual participation and support.
- n. CSD and DVR frontline staff who are serving individuals 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.

3. DVR REFERRAL CRITERIA

- a. Referral to DVR must be based on the following criteria:
 - (1) An individual must want to work and have a permanent physical, sensory, or mental disability that constitutes a significant barrier to their employment.
 - (2) The individual must require vocational rehabilitation services to eliminate or reduce their disability-related barrier(s) to employment.
 - (3) The individual must agree to the referral to DVR and, if approved by DVR, be available and willing to fully participate in DVR's Individualized Plan for Employment (IPE).
- b. DVR only serves people who voluntarily make an informed choice to engage in vocational rehabilitation services. Individuals choose whether or not to participate with DVR. However, once the person has a DVR IPE, the individual must follow through with their IPE as part of their ABD case plan or WorkFirst Individual Responsibility Plan (IRP) unless CSD determines they have good cause for not participating.

4. CONSIDERATION OF OTHER ACTIVITIES

- a. CSD may consider referring an individual to supported work programs or other activities prior to referring the person to DVR or during the DVR activity.

- b. A person appearing to meet DVR referral criteria will be given the choice of referral to DVR or other appropriate activity.

5. **CSD TANF / WORKFIRST AND LEP PATHWAY REFERRAL AND CASE MANAGEMENT GUIDELINES**

- a. The CSD worker will discuss with the individual the services and benefits DVR offers and how these services will assist them towards self-sufficiency.
- b. When the individual voluntarily chooses to be referred to DVR, the CSD worker will update their IRP to include DVR participation. The individual will be held accountable for reporting their participation in the DVR process to CSD worker.
- c. Up until the date eJAS functionality is available and both CSD and DVR workers are fully trained, CSD will maintain the current referral process. The CSD worker refers the person by sending an information packet to the designated liaison at the local DVR office, including:
 - (1) The DSHS form 01-123x, DVR/CSO Communication form,
 - (2) Copies of current medical reports or documentation from the case record,
 - (3) The DSHS 14-012x, Consent form and the DSHS 14-012b, HIPPA "Consent For Private Health Information Addendum" form signed by the individual,
 - (4) A copy of the most recent WorkFirst IRP, and
 - (5) Background information of the person's involvement in work or work-like activities.
- d. Once eJAS functionality is available and both CSD and DVR workers are fully trained, the CSD worker will refer the person via a VR component in eJAS and complete the e-Message referral form. The CSD worker will complete the referral by doing the following:
 - (1) Have the individual sign the DVR Consent (14-012x) form and the DVR HIPPA "Consent For Private Health Information Addendum" (14-012b) form and send the documents to DMS for imaging.
 - (2) Instruct the individual to contact the local DVR office within 14 (fourteen) days to schedule an orientation or interview with DVR staff (based on number of clients, the size of the DVR office or local arrangement) to learn about services and benefits DVR offers.
 - (3) The individual will be referred back if they fail to contact DVR within 14 (fourteen) days of the electronic referral.
- e. The CSD worker will provide WorkFirst support services, as available, to support DVR participation.
- f. While DVR is determining eligibility for vocational rehabilitation services, CSD will

place the person in other appropriate WorkFirst components.

- g. CSD will include DVR in case planning for WorkFirst recipients determined eligible for DVR services.
 - h. A DVR IPE will be considered fulfillment of the DVR participation requirement for a person's IRP. CSD will review a mutual WorkFirst participant's progress with DVR every 3 (three) months or when the individual:
 - (1) Becomes employed
 - (2) Is not making satisfactory progress
 - (3) Experiences significant improvement or deterioration of their disability
 - (4) Is unable or refuses to participate, or
 - (5) Completes their IPE
 - i. When an individual fails or refuses to participate with DVR, CSD will determine whether the individual has good cause. When CSD determines that the individual did not have good cause, CSD will follow the WorkFirst sanction process for failure to participate in required activities.
 - j. To receive credit for WorkFirst participation, the individual must meet the WorkFirst requirements as specified in the IRP. The individual is ultimately responsible for ensuring the approved IRP and IPE activities are verified using the WorkFirst Participation Verification form.
 - k. DVR shall verify activities directly involving the person. The individual must ensure that any IPE activities agreed to in the client's IRP, are verified by the provider, such as a class instructor.
 - l. When a person who is an existing DVR client becomes eligible for TANF / WorkFirst, DVR and CSD staff will conduct a joint case staffing with the individual to determine the appropriate activities for the individual as follows:
 - (1) If the individual is able to work, the IRP and IPE will address assisting the person with obtaining employment while continuing DVR training or education services.
 - (2) If the individual is unable to work, the IRP will reflect work preparation activities from the IPE. The individual will be informed of the Temporary Assistance for Needy Families (TANF) time limits and the importance of obtaining employment and becoming self-sufficient while on TANF.
- 6. CSD AGED, BLIND, OR DISABLED AND HOUSING AND ESSENTIAL NEEDS REFERRAL AND CASE MANAGEMENT GUIDELINES**
- a. When a significant barrier to employment due to a physical or mental health condition is

identified, the CSD worker will schedule a case management appointment with the client as soon as possible and discuss the services and benefits DVR offers, as well as how these services will assist them towards self-sufficiency through employment.

- b. The CSD worker will complete the DVR Assessment Tool in eJAS. If the assessment tool indicates the individual is appropriate for DVR services and they voluntarily agree to follow through, the CSD worker will refer the person via the VR component in eJAS and completes the e-Message referral form. The CSD worker will complete the referral by doing the following:
 - (1) Have the individual sign the DVR Consent (14-012x) form and the DVR HIPPA "Consent For Private Health Information Addendum" (14-012b) form and send the documents to DMS for imaging.
 - (2) Instruct the individual to contact the local DVR office within 14 days to schedule an orientation or interview with DVR staff (based on number of clients, the size of the DVR office or local arrangement) to learn about services and benefits DVR offers.
 - (3) The individual will be referred back if they fail to contact DVR within 14 days of the electronic referral.
 - (4) DVR will provide updates using the eJAS e-Message system at each step of the referral and eligibility determination process.
 - (5) If an individual is approved by DVR and voluntarily agrees to participate, the IPE requirements will be incorporated into the person's ABD / HEN Referral Case Plan and they will be held accountable for reporting their participation.
 - (6) The CSD worker will follow the sanction process for individuals who fail to participate in the DVR portion of their ABD Case Plan.
 - (7) If the DVR Assessment tool indicates the individual is not appropriate for DVR, the assessment is considered done, proceed with the case management appointment and develop an appropriate treatment plan.
- c. CSD will review a mutual participant's progress more frequently when the person:
 - (1) Becomes employed
 - (2) Is not making satisfactory progress
 - (3) Experiences significant improvement or deterioration of their disability
 - (4) Is unable or refuses to participate, or
 - (5) Completes their IPE

7. **BASIC FOOD EDUCATION AND TRAINING (BFET) AND RESOURCES TO INITIATE SUCCESSFUL EMPLOYMENT (RISE) REFERRAL AND CASE MANAGEMENT GUIDELINES**

- a. CSD will ensure that all BFET and RISE contractors are aware of the services offered by DVR and have access to contact information for their local DVR partner.
- b. CSD will encourage BFET and RISE contractors to refer individuals with a permanent physical, sensory, or mental disability that constitutes a significant barrier to employment to DVR for services to help support their Individual Employment Plan (IEP).
- c. BFET / RISE contractors will refer individuals using the eJAS tool once DVR staff have eJAS access and are fully trained.
- d. If a BFET / RISE participant is approved by DVR and voluntarily agrees to participate, CSD will encourage contractors to incorporate the IPE requirements into the individual's BFET / RISE IEP.

8. REFUGEE CASH ASSISTANCE REFERRAL AND CASE MANAGEMENT GUIDELINES

- a. When a significant barrier to employment due to a physical or mental health condition is identified, the CSD worker will schedule a case management appointment with the client as soon as possible and discuss the services and benefits DVR offers, as well as how these services will assist them towards self-sufficiency through employment.
- b. Up until the date eJAS functionality is available and both CSD and DVR workers are fully trained, CSD will maintain the current referral process. The CSD worker refers the person by sending an information packet to the designated liaison at the local DVR office, including:
 - (1) The DSHS 01-123x form, DVR/CSO Communication form
 - (2) Copies of current medical reports or documentation from the case record
 - (3) The DSHS 14-012x, Consent form and the DSHS 14-012b, HIPPA "Consent For Private Health Information Addendum" form signed by the individual
 - (4) A copy of the most recent WorkFirst IRP, and
 - (5) Background information of the person's involvement in work or work-like activities
- c. Once eJAS functionality is available and both CSD and DVR workers are fully trained, the CSD worker will refer the person via a VR component in eJAS and a complete e-Message referral form. The CSD worker will complete the referral by doing the following:
 - (1) Have the individual sign the DVR Consent (14-012x) form and the DVR HIPPA "Consent For Private Health Information Addendum" (14-012b) form and send the documents to DMS for imaging.
 - (2) Instruct the individual to contact the local DVR office within 14 days to schedule an orientation or interview with DVR staff (based on number of clients, the size of

the DVR office or local arrangement) to learn about services and benefits DVR offers.

(3) The individual will be referred back if they fail to contact DVR within 14 (fourteen) days of the electronic referral.

d. Once eJAS functionality is available and both CSD and DVR workers are fully trained, DVR will provide updates using the eJAS e-Message system at each step of the referral and eligibility determination process.

9. DVR PROCESS FOR SERVING INDIVIDUALS REFERRED FROM CSD

a. After assessment by CSD or a BFET / RISE contractor, the individual must contact DVR within 14 (fourteen) days to request an appointment for an orientation or initial interview. At the orientation or initial interview, the individual will receive comprehensive information about DVR; the individual will complete a DVR application and related forms if they want to receive DVR services.

b. For TANF / WorkFirst referrals:

(1) Up until the date eJAS functionality is available and both DVR and CSD staff are fully trained, DVR will notify CSD of the individual's status by sending a copy of the DVR/CSO Communication (01-123x) when a person:

(a) Fails to show to any appointment

(b) Chooses to apply for services

(c) Chooses not to apply for services

(d) Fails to follow-through on an IPE

(2) Once eJAS functionality is available and both DVR and CSD staff are fully trained, DVR staff will use eJAS functions to report:

(a) Fails to show to any appointment

(b) Chooses to apply for services

(c) Chooses not to apply for services

(d) Fails to follow-through on an IPE

c. For ABD referrals, DVR staff will use eJAS functions to report:

(1) The person is scheduled for orientation or initial interview

(2) Whether the individual kept the orientation or initial interview appointment

(3) The individual decides not to pursue DVR services or DVR determines the

individual is not eligible ("reverse referral")

- (4) The individual decides to apply for DVR services
- d. For BFET / RISE referrals, DVR will use eJAS functions to report the following information to the BFET contractor:
 - (1) The individual decides not to pursue DVR services or DVR determines the individual is not eligible
 - (2) The individual decides to apply for DVR services
 - (3) IPE requirements to coordinate services with BFET / RISE contractor
 - (4) The individual's progress in IPE requirements
- e. Individuals referred by CSD will be served in the same manner as all DVR applicants.
- f. DVR will inform CSD whether or not an individual is determined eligible for DVR services.
- g. DVR will include CSD staff and BFET / RISE contractor in case planning and coordination.
- h. When developing an IPE, the individual will choose their vocational goal, services to be provided, and service providers.
- i. Individuals will be counseled to develop an IPE that is synchronized with their WorkFirst IRP or ABD Case Plan.
- j. DVR will provide CSD with a copy of the IPE.
- k. DVR will keep CSD informed of the individual's progress through case closure.
- l. When a TANF or ABD client self-initiates an application for DVR services, DVR will notify the local CSD liaison.
- m. When an existing DVR client is active on Basic Food, DVR will provide the individual with information regarding local BFET contractors when appropriate.

10. GUIDELINES FOR COLLABORATION AND COORDINATION

- a. CSD and DVR will fund services for active clients only according to the following principles:
 - (1) Diagnostic and vocational assessment services required for DVR Eligibility Determination or IPE development are funded by DVR
 - (2) Support Services to enable WorkFirst clients to complete the DVR Eligibility Determination and IPE development are funded by WorkFirst

- (3) WorkFirst contracted services may be considered and included in an IPE
 - (4) Services not available under WorkFirst contracts may be considered and included in an IPE
 - (5) The IPE is mutually agreed upon by the individual, DVR, and CSD
 - (6) CSD staff will incorporate into the WorkFirst IRP the specific activities that will be required of the individual to fulfill the obligations within the IPE
 - (7) DVR will pay for foreign language or sign language interpreters, if needed by an individual to participate in DVR services
 - (8) CSD staff may require ABD and WorkFirst clients to apply for and pursue other benefits such as Supplemental Security Income
- b. Upon request, DVR will provide CSD staff with a short (1-page) description of services offered by DVR suitable for sharing with CSD clients.
 - c. Individual appeal rights unique to WorkFirst, ABD and DVR program involvement shall be unchanged by this Agreement.
 - d. Close, effective working relationships between CSD and DVR 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) CSD and DVR state-level leadership will establish a regular meeting schedule to foster communication, partnership and collaboration between the divisions.
 - (2) CSD Regional Administrators or designee and DVR Area Managers or designee will work closely within their regions/areas to lead and support successful implementation of the Agreement.
 - (3) CSO Administrators and DVR Supervisors will lead and support close, effective working relationships between their respective staff.
 - e. To support and facilitate the local referral process DVR and CSD will each assign a liaison between every local DVR office and CSD Community Services Office (CSO). These liaisons will jointly train CSD and DVR frontline staff on the requirements and procedures of this MOU, and will communicate regularly to address any problems or concerns that may arise. In addition, DVR and CSD will each designate a Program Manager at the Headquarters level to help facilitate cross-divisional training on this Agreement and maintain an effective interagency relationship.
 - f. Actual hours reporting for WorkFirst clients will be consistent with the WorkFirst handbook. DVR and CSD Headquarters Liaisons will work jointly to develop and recommend common procedures for actual hours reporting. These procedures will be attached as an addendum to this Agreement.
 - g. Question, concerns or disagreements about individual case plans or frontline

implementation of this Agreement will be referred to the CSD Community Service Office Administrator or designee and Vocational Rehabilitation Supervisor or designee for resolution. If not resolved at that level, the matter will be referred to the CSD Regional Administrator and DVR Area Managers for resolution.

11. GUIDELINES FOR DETERMINING THE SUCCESS OF THIS AGREEMENT

- a. CSD and DVR will mutually identify data to be shared for the purpose of tracking the number of clients jointly served by both divisions and evaluating implementation of this Agreement.
- b. CSD and DVR will form collaborative workgroups on an ad hoc basis to assure successful implementation of this Agreement, such as:
 - (1) Update and modernize the ABD DVR Assessment Tool
 - (2) Create a mutually agreed upon procedure for reporting actual hours of participation for WorkFirst clients participating in DVR services
 - (3) Explore the creation of a client friendly (a.k.a. warm handoff) between CSD and DVR

12. GUIDELINES FOR LOCAL AGREEMENTS AND COORDINATION

- a. Local/regional working agreements may build upon this agreement to further enhance mutual understanding, coordination, and collaboration. Changes in scope or commitment of resources by either party must be addressed by amending this agreement.
- b. Copies of local Agreements must be sent to the CSD Contracts Unit as the office of record for tracking, as well as the designated ABD/HEN Referral, WorkFirst and DVR Program Managers.
- c. Agreements outside of DSHS must be done in the Agency Contracts Database (ACD).
- d. All data shared between CSD and DVR as a result of this agreement is subject to the provisions of Exhibit A, "Data Security Requirements"

13. EFFECTIVE PERIOD OF THIS AGREEMENT

This Agreement will be effective upon signature of the respective directors and will remain in effect until June 30, 2018, unless the conditions below apply.

14. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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.

15. TERMINATION

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

16. AGREEMENT EXECUTION

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

Andres Aguirre
Andres Aguirre
DVR Director

5/19/16
Date

Babette Roberts
Babette Roberts
CSD Director

5-19-16
Date

Doni Kotas-Turner
Doni Kotas-Turner
DVR Contracts Officer

5-17-16
Date

Charlie Barton
CSD Contracts Officer
for
Jackie Sledge
CSD Contracts Officer

5/20/16
Date

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

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported

out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).
- h. **Data stored for backup purposes.**

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

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in 4.b above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

	confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

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

