SERVICES CONTRACT

Global Leasing Services

DSHS Contract Number:
2534-66681
Resulting From Procurement Number:

Program Contract Number:

Contractor Contract Number:

This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.

CONTRACTOR NAME	CONTRACTOR doing business as (DBA)	
ODAT Services LLC		
CONTRACTOR ADDRESS 2720 Rucker Ave 5 Everett, WA 98201	WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 605-337-431	DSHS INDEX NUMBER 252900
CONTRACTOR CONTACT Travis Gannon	CONTRACTOR TELEPHONE (425) 879-8920	CONTRACTOR FAX
CONTRACTOR E-MAIL ADDRESS travis@odatservices.com		

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
Aging & Long Term Support Admin	Division of Home And Community Services	1900PC-34

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Sandra Guerra De Pellegrini Contract Manager	4500 10th Ave. SE. Lacey, WA 98503

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
Click here to enter text.	Click here to enter text.	sandra.guerradepellegrini@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	ASSISTANCE LISTING NUMBER(S)
No	

CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
11/01/2025	10/31/2026	$299,970.00

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:

☒ **Exhibits (specify):** Exhibit A - Data Security Requirements **Exhibit B, DSHS RFP#235-875; Exhibit C, Contractors Proposal in reponse to RFP#2535-875; Exhibit D, Program Budget, Exhibit E – Global Leasing Service Standards for Providers.**

☐ **No Exhibits.**

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Travis Gannon	Travis Gannon - Founder	11/5/2025
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Caleb Clark	Caleb Clark, Contracts Consultant	06NOV2025

DSHS General Terms and Conditions

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

a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.

b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.

c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.

e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

h. "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.

i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.

j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.

l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.

m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

a. **Applicable Law**. Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.

b. **Civil Rights and Nondiscrimination**. Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to

this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement**. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate**. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments**. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor no longer complies with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof. This is a requirement under Directive of the Governor 22-03.

e. **Reporting Certain Requests from the Federal Government or Law Enforcement Entities**. Contractor shall report to DSHS, within 24 hours, all non-routine requests from a law enforcement authority or federal agency for any of the following: (i) health care information, as defined in RCW 70.02.010, (ii) program eligibility information for individuals, or (iii) information that may identify a health care provider's or facilities delivery of health care services to noncitizens, or delivery of protected health care services as defined in RCW 7.115.010 (gender affirming treatment and reproductive health care services that are lawful in the state of Washington). This is a requirement under Chapter 424, Laws of 2025.

Examples of non-routine requests include surveys, requests for disclosure, subpoenas, and other mechanisms for obtaining data or information. Additionally, search warrants or other requests for disclosure are considered non-routine if they expressly seek data or information about services to noncitizens, gender affirming services, or reproductive health care services.

6. Confidentiality.

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.
ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS Contact identified on the cover page of this Contract.

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

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. 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. **Digital Accessibility**. If this Contract includes the acquisition, procurement, development, modification or enhancement of public-facing digital content or tools; including websites, applications, and media (Covered Technology), the following requirements shall apply:

a. All Covered Technology under this Contract must meet Level AA compliances with Web Content Accessibility Guidelines (WCAG) 2.2.

b. Contractor shall validate compliance with this requirement through either a third-party accessibility validation report, a Vendor Product Accessibility Template (VPAT), or compliance review documentation.

c. Should the Covered Technology under this Contract fails to meet the required compliance level, the Contractor shall submit a remediation plan addressing all issues identified to the DSHS Contact identified on the cover page of this Contract. DSHS may immediately terminate this Contract by providing the Contractor written notice if the Contractor fails to timely remediate all issues identified.

8. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

9. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

10. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

11. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

12. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State

Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

13. Maintenance of Records. The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Order of Precedence. In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

15. Severability. If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

16. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

17. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date

cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

18. Waiver. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Professional Service Contracts:

19. Advance Payment. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

20. Construction. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

21. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

22. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the fifteenth (15th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

23. Health and Safety. Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

24. Indemnification and Hold Harmless.

a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

25. Industrial Insurance Coverage. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

26. Publicity. The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.

27. Notice of Overpayment. If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;

b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

c. Include a statement as to why the Contractor thinks the notice is incorrect; and

d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

28. Site Security. While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.

29. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights

or remedies available under this Contract.

30. Subrecipients.

a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Numbers (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to https://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $1,000,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

31. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days’ written notice.

32. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DSHS;

b. Failed to protect the health or safety of any DSHS client;

c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

33. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.

b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.

c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.

f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

34. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

35. Taxes.

a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any,

imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.

b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.

c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

36. Preventing Disruption of Adult Care, Mental Health, Addiction, Disability Support, or Youth Services Due to Labor Management Disputes and Employee Unrest.

Washington law requires that all services, direct or ancillary, for adult care, mental health, addiction, disability support, and youth services, be warranted by the Contractor providing those services against disruption. Contractor and DSHS agree that disruptions to these services such as strikes, walk-offs, sick-ins, slowdowns, or any other such action designed to pressure Contractor's management to meet labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

If this Contract includes adult care, mental health, addiction, disability support, or youth services, Contractor agrees to execute and maintain one or more of the following mandatory contractual commitments through the life of the Contract:

a. An agreement between the Contractor and any exclusive representative labor organization representing the employees performing the contracted services. This agreement must contain a provision prohibiting Economic or Industrial Action on the part of all parties. This agreement must also include a process for the resolution of disputes between them; or

b. An agreement between the Contractor and any labor organization seeking to represent the employees performing the contracted services. This agreement must contain a provision prohibiting the parties from causing, promoting, or encouraging Economic or Industrial Action, or other disruptive activity. This agreement must also include a process for resolution of disputes between parties.

Contractor must notify DSHS if it is unable to form a compliant agreement with a labor organization within 30 days of executing this Contract.

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

37. Definitions

a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be

used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

38. Compliance. Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

39. Use and Disclosure of PHI. Business Associate is limited to the following permitted and required uses or disclosures of PHI:

a. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

b. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all

Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

(4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

(5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

40. Individual Rights.

a. Accounting of Disclosures.

(1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

(3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

(1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

41. Subcontracts and other Third Party Agreements. In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

42. Obligations. To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such

obligation(s).

43. **Liability**. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

44. **Breach Notification.**

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

(1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

(2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

(3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

(4) DSHS will take appropriate remedial measures up to termination of this Contract.

45. **Miscellaneous Provisions.**

a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. Definitions Specific to Special Terms. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

a. "Business Day" or "Business Days" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States, or any day which is a state holiday in the State of Washington.

b. "Global Lease" means a risk mitigation strategy to link Home and Community Living Administration (HCLA) Clients with Contractors who own or lease units from another owner and then lease or sublease those units to HCLA Clients.

c. "Home and Community Living Administration" or "HCLA" means the, the division within DSHS responsible for facilitating long-term care services for residents of Washington state who are elderly or a person with a disability who may need state funds to help pay for such services.

d. "Home and Community Living Administration Client" or "HCLA Client" means the eligible individual determined by HCLA to be qualified to receive housing support services and referred to the Contractor to receive the services pursuant to this Contract. For the purposes of this Contract, HCLA Client will mean to include the family of the individual being referred.

e. "Housing Assistance Payment" or "HAP" means Housing Assistance Payments, referred to as contracts, are agreements between a public housing authority and a property owner or landlord to define the amount and payment method for a rental subsidy.

f. "Housing Authority" means a public body, often a city or county government agency, responsible for providing affordable housing to low-income individuals and families.

g. "Housing Habitability Standards" or "HHS" means he minimum requirements that a dwelling must meet to be considered fit for human habitation.

h. "Landlord Mitigation Funds" means funds provided by the Washington State Landlord Mitigation Fund program for repairs required to pass housing inspections, cover rent losses or pay for qualifying damages caused by a tenant.

i. "Leased Unit" means premises intended for residential use in accordance with the state of Washington building codes and regulations, owned by a third-party landlord and leased by the Global Leasing contractor and subleased to a HCLA client. Units shall include studio apartments and one-bedroom apartments.

j. "Lease Up" means filling vacant rental units in a property with tenants on a fully executed lease.

k. "Low Barrier Application" means an application approach that facilitates access to safe and stable housing without stringent conditions or prerequisites. For the purposes of this Contract, stringent conditions or prerequisites include but are not limited to: conducting credit checks or deny housing based on individual's income, rental, or criminal history.

l. "Market Rate" means non-subsidized properties that are rented at local market rate rent amounts.

m. "National Standards for the Physical Inspection of Real Estate" or "NSPIRE Inspection" means a model developed by the U.S. Department of Housing and Urban Development (HUD) for inspecting public housing and properties, to ensure compliance with property standards and to prioritize the health and safety of residents.

n. "Owned Unit" means premises intended for residential use in accordance with the state of Washington building codes and regulations, owned by the Global Leasing contractor that have been set-aside for Global Leasing tenants. Units shall include studio apartments and one-bedroom apartments.

o. "Premises" means the real property upon which is located a structure that has a room or set of rooms to be used as a residence for a maximum of one household, including, without limitation, a condominium or apartment complex, each unit of which is designed to be used as a residence for a maximum of one household. For the purposes of this Contract, Premises shall not include transitional housing, single room occupancy units, single family homes or any type of shared housing units.

p. "Property Owner" means the individual or entity that has legal title to a property.

q. "Referral" means the effective linkage made by a SHS, using either email, telephone or fax, of an HCLA Client to the Contractor so that the HCLA Client can receive the services set forth under the Contract.

r. "Rental Subsidy" means the interim HCLA state subsidy that HCLA clients referred to Global Leasing are eligible for.

s. "Risk Mitigation Funds" means funds designed to assist housing providers in covering the excess costs not traditionally allowable in housing subsidies.

t. "Spokane Housing Authority" or "SHA" means the Public Housing Authority in Spokane, WA.

u. "Standard Lease" means a legally binding contract outlining the terms of a rental agreement between a landlord and a tenant, typically for a fixed term. All standard leases in Washington State should fully comply with Washington State Landlord Tenant laws.

v. "Sublease" means an arrangement where an existing tenant re-rents a property to a third party. The original tenant retains some right or interest under the original lease.

w. "Subsidy Holder" means the individual receiving a rental subsidy from HCLA

x. "Supportive Housing Specialist" or "SHS" means a HCLA employee who works within the Office of Housing and Employment

2. **Purpose**. The purpose of this Contract is to: Set forth the terms and conditions between the Contractor and Home and Community Living Administration (HCLA) by which the Contractor provides accessible and affordable housing units to Subsidy Holders. The units identified in this contract will allow for Subsidy Holders who face high housing barriers to quickly lease up in community integrated housing that is supported by Global Leasing Risk Mitigation Funds. The intent of this Contract is to mitigate risk while also affording client choice in housing options.

a. DSHS enters into this Contract as a result of DSHS RFP 2535-875.

b. DSHS incorporates by reference the Contractor's written response to DSHS RFP 2535-875.

3. **Global Leasing Unit Property Owner and Fair Market Rate**.

a. If The Global Leasing Unit provided by the Contractor is owned by a third-party Property Owner, the Housing Assistance Payment (HAP) contract must be between Spokane Housing Authority and the

Property Owner, or property management agency listed on the Standard Lease. The unit must not exceed 120% of the area Fair Market Rate. The sub-lease rent shall not exceed the rent amount of the Standard Lease.

b. If the Contractor is the Property Owner of the Global Leasing Unit, the HAP contract will be between Spokane Housing Authority and the Contractor. The unit must be leased for an amount that must not exceed 110% of the area Fair Market Rate.

4. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. Onboarding. Prior to rendering any of the services contemplated herein, the Contractor and any Contractor staff assigned to perform the work under the Contract shall attend the Global Leasing onboarding series. The Contractor shall maintain written documentation for such staff who attended the event for the duration of the Contract term.

b. Global Leasing. For the duration of the Contract term, the Contractor shall accept Referrals from the HCLA Housing Program Manager. Upon receiving and acceptance of a new Referral, the Contractor shall lease – or in the event Contractor does not own the Premises, Sublease - a Global Leasing Unit, in accordance with the Global Leasing Procedures set forth by Exhibit E – Global Leasing Service Standards for Providers, attached to this Contract, and subject to the following conditions:

(1) If the Contractor is the owner of more than one Global Leasing Unit, the Contractor agrees to:

(a) Set aside or Lease 20 units for HCLA Subsidy Holders. The Contractor will maintain **20** units for the duration of this Contract.

(b) Institute a low barrier application process as defined in the Global Leasing Procedure and offer the HCLA Clients a choice of neighborhoods to reside whenever possible.

(2) Contractor's use of Global Leasing Funds must be limited to the line items documented by Exhibit C, Program Budget, attached to this Contract.

(3) The Contractor shall not use Global Leasing funds to pay rent once the unit is occupied.

(4) Any Global Leasing Unit assigned by the Contractor for use pursuant to the Contract must be located in the following Washington state counties: King, Snohomish, Whatcom and Skagit.

(5) The Contractor may use Global Leasing Funds to pay for utilities not included as part of the rent for unoccupied units. The Contractor shall not use Global Leasing Funds to pay for utilities in occupied units, the HCLA Client will be responsible for such utilities.

c. Premises Maintenance and Standards.

(1) Owned units:

(a) The Contractor shall coordinate with Spokane Housing Authority to facilitate unit inspections before client move-in.

(2) Global Leased Units:

(a) If the Contractor is National Standards for the Physical Inspection of Real Estate (NSPIRE)

certified, Contractor shall conduct an NSPIRE inspection of the unit prior to signing the Global Lease.

(b) HHS Inspections may be permitted with prior approval from HCLA.

(3) The Contractor must coordinate necessary repairs to bring unit into compliance prior to signing the Standard Lease or Sublease.

d. Correspondence, Reporting and Notifications.

(1) The Contractor must be available to HCLA staff for telephone and written communications as necessary, and on a pre-established schedule determined by mutual arrangement between the parties. The Contractor must respond to all telephone and written communication from HCLA within two (2) business days.

(2) The Contractor must provide a monthly report to DSHS, using the format approved by DSHS, on or before the 10th day of each month. Such reports must contain the information set forth below to be deemed acceptable by DSHS:

(a) Unit address, including County

(b) Number of occupied units

(c) Number of vacancies

(d) Expected upcoming leases

(e) Upcoming availability

(f) Unit Status (rented, vacant)

(g) Global Lease date

(h) Sublease start and end dates

(i) Move Out date

(j) Costs associated with tenancy for each unit (must include deposits, fees, etc.)

(k) Risk Mitigation expenditures for each unit

(l) Landlord Mitigation payments received

(m) Rent arrears

(3) The Contractor shall complete and retain property move-in and move-out property condition reports in compliance with the Department of Commerce Landlord Mitigation Program. Landlord mitigation claims should be made prior to utilizing Risk Mitigation Funds for repairs to units. Risk Mitigation funds shall not be used for duplication or supplantation of services.

(4) The Contractor shall notify appropriate contracted service providers and designated HCLA Supportive Housing Specialist (SHS) within one business day for any posted tenant notices.

(5) The Contractor shall notify the HCLA SHS within one Business Day when a referred tenant's housing is at risk, prior to termination, and work with HCLA SHS to prevent eviction. The Contractor must comply with the termination procedure requirements established in the Global Leasing Procedure.

(6) The Contractor shall notify the designated HCLA SHS of upcoming Unit vacancies within five business days of being made aware that a Unit will become vacant.

e. Referral Process. The Contractor hereby agrees to adhere to the Referral, leasing and sub-leasing procedures and requirements set forth below.

(1) Upon receiving a new Referral from an HCLA SHS, the Contractor will respond by email within two (2) business days confirming that they will Sub-lease the unit to the client or to request more information if needed.

(2) Contractor will notify designated HCLA SHS about any reason for denial of tenancy or restrictive eligibility criteria for the property.

f. Leasing and Sub-Leasing Process.

(1) Contractor must provide the HCLA Client with a lease without additional addendums. Lease must be pre-approved by HCLA.

(2) The Contractor must make reasonable efforts to ensure that units are leased up within 90 calendar days and maintain an occupancy rate of at least 70% during the contract term. Exceptions may be approved by HCLA SHS on a case-by-case basis.

g. Rental Subsidies. If the Contractor is the owner of the Premises, the Contractor hereby agrees to accept rental subsidies from HCLA through HAP contracts issued by the Spokane Housing Authority, in accordance with applicable housing program regulations and requirements. SHA will pay rental subsidies for the Global Leasing Program at HCLA's direction.

5. HCLA Responsibilities. HCLA shall be responsible for the following:

a. Providing HCLA Client referrals for Global Leased units.

b. Assigning a designated HCLA SHS as a single point of contact for overall program management.

c. Facilitating the payment of rent subsidies and other approved expenses for HCLA Clients receiving services pursuant to the Contract.

d. Coordinating development of a client centered, in-home service plan to assist individuals receiving Rental Subsidy. Services and supports are voluntary, subject to availability and eligibility criteria and legislative authority and appropriation.

e. Providing or facilitating services, such as, as eligible, and authorized, but not limited to:

(1) Supportive Housing services

(2) Personal Care

(3) Caregiver Management Training

(4) Skills Acquisition Training

(5) Personal Emergency Response Systems (PERS)

(6) Assistive Technologies

(7) Community transition items such as, but not limited to:

(a) Basic household items and furniture

(b) Transition services and support from HCLA Contractors

(8) Environmental modifications

(9) Specialized medical equipment/supplies

6. **Monitoring**. The Contractor hereby agrees to be subject to monitoring and evaluation requirements that ensure the Contractor's compliance with the terms and conditions of the Contract. The Contractors performance may be evaluated by HCLA at least quarterly, or more often at HCLA sole discretion. Contractor shall make available, as permitted under state and federal law, all records requested by HCLA required to perform such monitoring. All reports submitted by the Contractor may be utilized as part of the evaluation of Contractors performance of work and adherence to the obligations set forth herein.

7. **Corrective Action Plan**. If, at any time, DSHS determines that the Contractor is deficient in the performance of its obligations under the Contract, the Contractor shall submit a corrective action plan that is designed to correct the deficiency. Contractor shall submit the corrective action plan to DSHS within fifteen (15) days upon the Contractor receiving written notification from DSHS that a corrective action plan is required. DSHS may require modifications to the corrective action plan based on its judgement as to whether the corrective action will correct the deficiency. The Contractor shall correct the deficiency within fifteen (15) days of submission of the corrective action plan and receiving written approval of the plan from DSHS. In the event the Contractor does not correct the deficiency within the time specified by the foregoing, DSHS may hold back payments owed to the Contractor by DSHS. Payments may be withheld until DSHS is reasonably assured that the Contractor has corrected the deficiency. Upon such assurance, DSHS shall promptly pay to the Contractor all outstanding payment amounts withheld under this section. Contractor shall continue to provide services set forth in this contract during the period payments are withheld.

8. **Consideration**. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $299,970.00, including any and all expenses, and shall be based on the Exhibit D, Program Budget.

Budget reallocations are permitted without a formal amendment to this Contract, upon prior written approval from DSHS, as long as the following conditions are met:

a. Reallocation of funds shall not exceed 10% of the total budget.

b. Funds may be reallocated only between existing budget categories.

c. Addition of new budget line items is not permitted.

d. Reallocation of funds shall not increase the total consideration amount of this contract.

e. Reallocation of funds shall not change the scope of work

f. Reallocation of funds shall not extend the period of performance of this Contract.

9. Billing and Payment.

a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the HCLA SHS monthly. The invoices shall describe and document to HCLA's satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 8, Consideration, of this Contract and Exhibit D, Program Budget.

b. Payment. Payment shall be considered timely if made by HCLA within thirty (30) days after receipt and acceptance by the HCLA Contact of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. HCLA may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

10. Start of Performance. Work shall not commence until the contract has been fully executed and the effective date has been established on the signature line.

11. Period of Contract Performance.

DSHS intends to award multiple Contracts for the Services described in this Competitive Solicitation. The period of performance under the Contract shall be November 1, 2025, through October 30, 2026. The term of the Contract may be extended by amendment up to one (1) time for up to two (2) years at the sole discretion of DSHS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS, may be added to the Contract in a mutually agreeable amendment

12. Insurance.

The Contractor shall obtain and maintain for the duration of the Contract, at Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than $2,000,000 per occurrence and $4,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

b. In lieu of general liability insurance mentioned in Subsection a. above, if the Contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

c. Workers' Compensation

The Contractor shall comply with all applicable Workers' Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Workers' Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract. Failure of Subcontractors to comply with the insurance requirements in this Contract does not limit the Contractor's liability or responsibility.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

Contractor waives all rights of subrogation against DSHS for the recovery of damages to the extent such damages are or would be covered by insurance required under the Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits required in this Contract will be adequate to protect the Contractor. Such coverage and limits shall not limit the Contractor's liability in excess of the required coverage and limits, and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract.

l. Primary Coverage

All Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the State. Insurance or self-insurance programs afforded to or maintained by the State shall be in excess of, and shall not contribute with, insurance required of the Contractor and Subcontractors under this Contract.

m. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

n. Liability Cap

Any limitation of liability or liability cap set forth in this Contract shall not preclude DSHS from claiming under any insurance maintained by the Contractor pursuant to this Contract, up to the

policy limits.

o. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an additional insured.

p. Professional Liability (errors & omissions)

The Contractor shall maintain insurance of at least $1,000,000 per occurrence, $2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

13. DSRE.

Data Share Information. The Contractor shall adhere to Exhibit A, Date Security Requirements and the following:

a. Purpose:

(1) Activity for which the Data is needed: The Contractor will receive referrals from HCLA to lease or sub-lease Global Leasing units for HCLA rental subsidy recipients.

(2) How Data Recipient will use Data: The Contractor will provide access to affordable housing units for HCLA subsidy Holders who face high housing barriers. Access to the information listed below is necessary to assist clients in leasing or subleasing housing units for our clients.

b. Description of Data

(1) Data elements: Participants' personal information which may include names, addresses, requested equipment. The Contractor will have access to the following client data: Name, phone number, email, and address.

(2) Time frame(s) for Data disclosure or exchange: During the contract period of performance, Subsidy Holder referrals will be sent to the Contractor on as needed basis. Records will be retained by the Contractor for seven years following the expiration of the contract.

c. Data Access or Transfer

(1) Method. Secure email

(2) Requirements for Access. Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties. Prior to making Data available to its staff, Data Recipient shall notify all such staff of the Use and Disclosure requirements. All staff accessing the data shall then sign a statement in which they agree to adhere to the Use and Disclosure requirements and a list of such staff and their statements, with their signatures, shall be updated as necessary and submitted to the Data Provider upon request.

(3) Frequency of Exchange. As needed throughout the period of performance, we estimate at least

once monthly.

d. Limitations on Use of Data

If the Data and analyses generated by Data Recipient contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

e. Limitations on Storage of Data

Data will not be stored on or transferred to portable devices or media by the Contractor unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the required protection as specified in the Data Security Requirements Exhibit.

Special Terms and Conditions

Exhibit A – Data Security Requirements

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

a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197-upd1.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 policies and standards of the Washington Technology Services Agency (https://watech.wa.gov/policies?combine=&field_categories_target_id=80&field_type_target_id=All), and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

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

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

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

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

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

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

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

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

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

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

(1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

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

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

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

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

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

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

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

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

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

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

      (a) Encrypt the Data.

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

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

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

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

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

iii. Taking frequent inventories.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Data Segregation.

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR PROPOSALS

NO. 2535-875

Title: HCS Global Leasing

DSHS Administration:
Aging and Long-Term Support Administration

Solicitation Schedule	
Event	**Date and Time**
DSHS posts Competitive Solicitation.	July 28, 2025
Pre-Bid Conference at 2:00 p.m. Pacific Time. Link	August 4, 2025
Bidder questions are due by 5:00 p.m. Pacific Time.	August 6, 2025
Proposals are due by 8:00 p.m. Pacific Time.	August 22, 2025
Anticipated Contract Executed start date.	October 1, 2025
Estimated Contract Performance Period	Three (3) years, including amendments that extend the period of performance.

Responses must be submitted to Caleb Clark, Coordinator, Department of Social and Health Services; Facilities, Finance and Analytics Administration; Central Contracts and Legal Services
Email: caleb.clark2@dshs.wa.gov

Solicitation and Amendments will be posted on:

DSHS Procurement Website: https://www.dshs.wa.gov/ffa/procurements-and-contracting

WEBS Website: https://pr-webs-vendor.des.wa.gov/

Applicable WEBS Commodity Codes: 952-43, 918-63, 952-78, 971-64, 952-49, 958-78, 971-39.

Auxiliary Aids and Limited English Proficient (LEP) Services:

DSHS will provide access to this Solicitation document to individuals with disabilities and Limited English Proficient individuals. Please contact the Coordinator to request auxiliary aids and services.

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SECTION A
CONTRACT REQUIREMENTS

1. Purpose

This competitive Solicitation is issued to assist the Home and Community Living Administration (HCLA), a Division of the Washington State Department of Social and Health Services (DSHS) in seeking up to six (6) qualified Contractors who will secure independent rental units for Home and Community Services (HCS) clients living with disabilities via Global Leasing (leasing independent apartments and subleasing to an HCS referred applicants).

Background

HCS's Office of Housing and Employment (OHAE) has over a decade of experience in developing and expanding housing resources and community-based services for HCS clients transitioning out of institutional settings such as skilled nursing facilitates, acute care hospitals, and state hospitals. Currently HCS provides rental assistance via a subsidy administered statewide by Spokane Housing Authority to support independent housing options for eligible clients. OHAE also braids Long-Term Services and Supports (LTSS), including Supportive Housing, to promote long-term tenancy.

For individuals exiting facilities and institutions, securing affordable, community-based housing is increasingly a barrier to discharge. Expanding the State's capacity to house this population will increase individual choice, with the goal of strengthening our communities, reducing the reliance on institutions and ensuring individuals are supported in their homes. The intent of this proposal is to minimize the amount of time it takes for an individual with high barriers to secure housing. This contract provides financial incentives to minimize contractor risk in providing independent housing to these individuals.

HCS clients are enrolled in LTSS. All services through HCS are voluntary and subject to availability and eligibility criteria. These services may include Personal Care, Personal Emergency Response System (PERS), environmental modifications, specialized medical equipment/supplies, and assistive technology. We also provide community transition items such as basic household goods and furniture, transition and tenancy sustaining supports, and other contracted services. Additionally for clients who are interested and eligible, HCS provides Supportive Housing services.

2. Project Scope

Funding for this proposal will prioritize tenants who do not have access to the traditional housing market due to housing related barriers to application (e.g. criminal history, arson, sex offense status, debt, etc.). Tenants will be referred from the OHAE Team. The units preferred for this contract will be one (1) bedroom apartments, near public transportation, grocery centers, and must be able to pass an NSPIRE inspection prior to each episode of tenancy. Units that are ADA compliant, or ADA adaptable are preferred. These units are not to be transitional housing. Rental subsidies can be up to 130% of Fair Market Rate based on the area where the unit is located.

This second round of Global Leasing RFP is seeking contracts with businesses statewide. Preferred counties include Spokane, Pierce, King, Thurston, Yakima, Grays Harbor, and Snohomish.

Respondents for this RFP must be the primary leasing agent for tenant referrals. Successful applicants will engage in apartment search, outreach, and leasing to secure units preferred by HCS clients. They will also monitor turnover of the contracted number of units. Units can be owned/operated by the contractor or can be leased by the contractor and subleased to HCS clients. All initial client subleases must have an end date that coincides with the end date of the Global Lease and fully comply with all Washington State Landlord Tenant Laws. This is a one-year contract. We anticipate releasing a new RFP for the next contracting period. Contract extensions may be a possibility.

Some examples of types of expenses Global Leasing funds can be used to pay for include vacancy payments, administrative costs, property management, maintenance and repairs. Bidder shall identify the key personnel it shall utilize in performing this Contract, and their experience and qualifications, as part of its Response. If awarded a Contract, Bidder shall not make changes to such Key Personnel during the term of the Contract except as requested or approved by HCS.

Successful bidder(s) will be required to attend a series of HCS provided Global Leasing onboarding presentations. Following completion of this training series, the successful bidder can begin the billing process.

3. Bidder Minimum Qualifications

All Bidders must meet the following minimum qualifications:

a. Bidder is licensed to do business in the State of Washington or submits a statement of commitment that states the Bidder will become licensed in Washington within thirty (30) calendar days of being selected as the Apparent Successful Bidder.

b. Bidder must be able to make leasing decisions for owned or leased properties that comply with Washington State Landlord tenant laws.

c. Bidder must be eligible for the Landlord Mitigation Fund or able to support private landlords in applying

d. Bidder must be able to institute and provide a low barrier or no barrier housing application process for individuals and households referred by HCS.

e. Bidders who are also property owners must be willing to accept rental subsidies from HCS, via the Spokane Housing Authority, in accordance with applicable housing program regulations and requirements.

Bidders failing to demonstrate in their Bids that they meet these minimum qualifications will be considered nonresponsive and will therefore be disqualified from further consideration.

NOTE: If selected to receive the award, the Apparent Successful Bidder will be required to pass a Washington State Background check before the contract between DSHS and the Bidder is executed

4. Period of Contract Performance

DSHS intends to award multiple Contracts for the Services described in this Competitive Solicitation. The period of performance under the Contract shall be October 1, 2025 through September 30, 2026. The term of the Contract may be extended by amendment up to one (1) time for up to two (2) years at the sole discretion of DSHS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS, may be added to the Contract in a mutually agreeable amendment.

5. Funding

DSHS has budgeted a total amount not to exceed $1.2 million for this Project. DSHS expects each Contract to receive between $200,000 and $350,000 in funding, however, exact consideration amounts will vary based upon the Successful Bidders project readiness, business capacity, and costs related to the geographic location Bidder will render services. DSHS reserves the right to negotiate the specific amount of consideration each Contract receives with all Apparent Successful Bidders and may reject any Response more than $1.2 million. Any Contract awarded is contingent upon the availability of funding.

SECTION B
DEFINITIONS

Additional definitions for Contract-specific terms are found in the Sample Contract set forth as Attachment A to this Solicitation and shall apply to those terms as they are used in this Solicitation. The following terms have the meanings set forth below:

Agency or DSHS – The Washington State Department of Social and Health Services.

Amendment – A unilateral change to the Solicitation that is issued by DSHS at its sole discretion and posted on WEBS.

Apparent Successful Bidder (ASB) – A Bidder submitting a Response to this Solicitation that is evaluated, identified, and announced by DSHS as providing the best value to the Agency. Upon execution of a Contract, the ASB is referred to as the successful bidder or the Contractor.

Authorized Representative – An individual designated by the Bidder to act on its behalf who has the authority to legally bind the Bidder concerning the terms and conditions outlined in this Solicitation and related documents.

Bid - An offer, proposal or quote for goods or services and all related materials prepared and submitted by a Bidder in response to this Solicitation. The terms Bid, Quotation, Response and Proposal are all intended to mean the same thing.

Bidder – An individual, organization, public or private Agency or other entity submitting a bid, quotation, response or proposal in response to this Solicitation.

Contract – A written agreement entered into between a successful Bidder and DSHS as a result of this Solicitation.

Complaint – A process that may be followed by a Bidder prior to the deadline for bid submission to alert DSHS of certain types of asserted deficiencies in the Solicitation.

Coordinator or Solicitation Coordinator – An individual or designee who is employed by DSHS within the DSHS Central Contracts and Legal Services Office and who is responsible for conducting this Solicitation.

Debriefing – A short meeting a Bidder may request with the Coordinator following the announcement of the Apparent Successful Bidder for the purpose of receiving information regarding the review and evaluation of that Bidder's Response.

Inclusion plan - a detailed plan showing a Bidder's actions toward meeting Washington Small and Diverse Business goals on a specific competitive procurement.

Procurement - The broad process of identifying goods and services for purchase or acquisition, of effecting the purchase or acquisition, and of managing the purchase or acquisition. This Solicitation is a part of an overall Procurement process. Despite the broader meaning attributed to "procurement", for purposes of this Solicitation, the terms Solicitation, RFP/RFQ/RFQQ and Procurement are interchangeable.

Project - The undertaking or work for which contracted Services are being requested pursuant to this Solicitation.

Protest – A process that may be followed by a Bidder after the announcement of the apparent Successful Bidder to alert DSHS to certain types of alleged errors in the evaluation of the Solicitation.

RCW – The Revised Code of Washington. All references to RCW chapters or sections shall include any successor, amended, or replacement statute.

Responsible Bidder – An individual, organization, public or private Agency, or other entity that has demonstrated the capability to meet all the requirements of the Solicitation and to meet the elements of responsibility. (See RCW 39.26.160 (2))

Responsive Bidder – An individual, organization, public or private Agency, or other entity who has submitted a Bid that fully conforms in all material respects to the Solicitation and all its requirements, in both form and substance.

RFP/RFQ/RFQQ – The request for proposals, qualifications, quotations, or qualifications and quotations set forth in this Solicitation document.

Services – Labor, work, analysis, or similar activities provided by a contractor to accomplish a specific scope of work.

Small Business – An in-state business, including a sole proprietorship, corporation, partnership, or other legal entity, that certifies under penalty of perjury that they are Washington Small Business as defined in RCW 39.26.010(22).

Solicitation or Competitive Solicitation – A formal process providing an equal and open opportunity for bidders culminating in a selection based upon predetermined criteria. A Competitive Solicitation requests the submission of bids, quotations, or proposals for the consideration of DSHS in contracting to meet its needs. This RFP/RFQ/RFQQ is a Solicitation.

Solicitation Document – This RFP/RFQ/RFQQ document, including all attachments and all amendments that are issued by the Coordinator.

Statement of Work – The detailed description of services to be performed by the Contractor and outlined in the Contract.

Subcontractor – An individual or other entity contracted by Bidder to perform part of the services or to provide goods under the Contract resulting from this Solicitation. Subcontractors, if allowed, are subject to the advance approval of DSHS.

Veteran-owned business – A business that is certified by the Department of Veterans Affairs (DVA) in the state of Washington. (See RCW 43.60A.200)

WEBS – Washington's Electronic Business Solution, the Bidder notification system found at https://pr-webs-vendor.des.wa.gov/ and maintained by the Washington State Department of Enterprise Services.

SECTION C
EXPLANATION OF SOLICITATION PROCESS

1. Solicitation Schedule

The Solicitation Schedule set forth below outlines the tentative schedule for important events relating to this Solicitation. Except as modified in an Amendment issued by the Coordinator, the dates and times listed through the Response Submission date are mandatory deadlines. The remaining dates are estimates and may change without the posting of an Amendment. Failure to meet the Response deadline will result in Bidder's disqualification.

Item	Action	Date
1.	DSHS posts Competitive Solicitation.	July 28, 2025
2.	Prospective Bidders should register as a Vendor on WEBS using one of the commodities codes on the cover page of this Solicitation as soon as possible to receive notifications.	As soon as possible
3.	Pre-Bid Conference at 2:00 p.m. Pacific Time.	August 4, 2025
4.	Bidders may submit written questions or requests for change in Solicitation Requirements until 5:00 p.m. Pacific Time.	August 6, 2025
5.	DSHS posts responses to written questions.	August 8, 2025
6.	Bidders may submit written Complaints by 5 p.m. Pacific Time.	August 15, 2025
7.	Bidders must submit a Response by 8:00 p.m. Pacific Time.	August 22, 2025
8.	DSHS evaluates Written Responses.	August 25 – 29, 2025
9.	Oral presentations, if requested by DSHS.	September 2-3, 2025
10.	DSHS announces the Apparent Successful Bidder(s) on WEBS and begins contract negotiations.	September 8, 2025
11.	DSHS notifies unsuccessful Bidder(s).	September 8, 2025
12.	Bidders may request a Debriefing conference until 5 p.m. Pacific Time.	September 11, 2025
13.	DSHS holds Debriefing conferences, if requested.	September 12, 2025
14.	Deadline for submission of Protests by Bidders who participated in a debriefing conference.	Five business days after the date of the Debriefing
15.	DSHS considers Protests, if any, and issues determination.	September 30, 2025

Item	Action	Date
16.	Contract Execution/Start Date.	October 1, 2025

2. Posting of Solicitation Documents

DSHS shall post this Solicitation, and all amendments and announcements relating to this Solicitation, on WEBS. WEBS can be accessed at: https://pr-webs-vendor.des.wa.gov/. In order to inform the largest number of potential bidders about this opportunity, DSHS shall also post documents relating to this Solicitation on the Procurements page of the DSHS website, found at:
https://www.dshs.wa.gov/ffa/procurements-and-contracting

All Bidders must register as a vendor on WEBS, using an appropriate commodities code listed on the front page of this Solicitation, and download this Solicitation from WEBS. This should be done as soon as possible in order for Bidder to receive notifications automatically generated on WEBS, but no later than the date set forth in Section C.1., Solicitation Schedule for Announcement of the Apparent Successful Bidder(s).

3. Amendment, Cancellation/Rejection of Bids, Reissuance of Solicitation

DSHS may amend or add to, retract from or cancel this Solicitation at any time, in whole or in part, and without penalty. DSHS may reject all bids and cancel or reissue this Solicitation. All amendments and notifications of cancellation shall be posted on WEBS. In the event of a conflict between amendments or between an amendment and this Solicitation Document, the document issued latest shall control.

4. Communications regarding Solicitation

Upon the posting of this Solicitation, all communications concerning this Solicitation must be directed to the Coordinator listed on the cover page of this Solicitation document. With the exception of the Response, which shall be submitted as provided in Section D, Instructions Regarding Content, Format and Submission of Written Responses, communications with the Coordinator should be sent via email. DSHS may disqualify any Bidder who communicates with anyone in DSHS other than the Coordinator regarding this Solicitation.

DSHS considers all oral communications unofficial and non-binding on DSHS. Bidders should rely only on written statements issued by the Coordinator. Email shall be considered an official method of communication unless otherwise specified in this document.

5. Pre-Bid Conference

Bidders are invited to attend a Pre-Bid Conference, which shall be held virtually at the date and time set forth below. The Pre-Bid Conference is an opportunity for Bidders to learn

more about the conditions under which a Contract will be performed and to discuss the inclusion plan, especially when subcontracting opportunity may be a part of the Contract. At the Pre-Bid Conference, Bidders will have an opportunity to ask questions and to hear presentations from knowledgeable DSHS personnel. DSHS shall summarize the information shared at the Pre-Bid Conference and post that summary on the DSHS procurement web page and on WEBS as an Amendment to this Solicitation. Bidders may only rely upon information that is included in this Amendment in preparing their Responses.

6. Questions and Answers

Bidders may send written questions concerning this Solicitation to the Coordinator by the date and time set forth on the Solicitation Schedule in Section C.1. for submission of Questions. Questions should be sent via email and should include the number and title of this Solicitation in the subject line.

DSHS may consolidate Bidder questions and shall respond by posting one or more Amendments on WEBS and on the DSHS Procurement website on or around the date specified in the Solicitation Schedule. Only Bidders who have properly registered and downloaded the original Solicitation directly via the WEBS system: https://pr-webs-vendor.des.wa.gov/ will receive notification of Amendments and other correspondence pertaining to this Solicitation.

7. Request for Change in Solicitation Requirements

If Bidder believes that this Solicitation contains requirements which would unreasonably prohibit or restrict Bidder's participation, or believes that different requirements would provide better value to the State, Bidder shall submit a written explanation of the issue together with proposed alternative requirements to the Coordinator no later than the deadline for Bidder Questions as stated in the Solicitation Schedule outlined in Section C.1. The Coordinator shall not be required to consider requests for changes after this date. If any changes are made to the Solicitation requirements, an Amendment setting forth those changes will be posted on WEBS.

8. Complaints

In the event a Bidder believes that this Solicitation either: (a) unnecessarily restricts competition; (b) contains an unfair or flawed evaluation or scoring process; or (c) contains inadequate or insufficient information to permit preparation of a Response, the Bidder shall submit a written complaint to the Coordinator. The Coordinator will forward the complaint to the DSHS Chief of Central Contracts and Legal Services for review. The complaint shall include a proposed remedy and shall be submitted no later than five (5) business days prior to the date when Responses are due. DSHS shall post its Response to the Complaint on WEBS and on the DSHS procurement web page.

Should a Bidder's complaint identify a change that would be in the best interest of DSHS to make, DSHS may issue an Amendment modifying this Solicitation. The DSHS decision regarding a complaint is final and no further administrative appeal is available. If no complaint is filed, a Bidder cannot later file a protest based on any of the above complaint criteria.

9. Minority & Women's Business Enterprises (MWBE) and Veteran-Owned Business Enterprises

In accordance with the legislative findings and policies set forth in RCW 39.19, 43.60A.200, 39.26.240 and 39.26.245, the State of Washington encourages participation by Veteran-owned, Minority-Owned, and Women-Owned businesses either self-identified or certified by, respectively, the Department of Veterans Affairs or the Office of Minority and Women's Business Enterprises (OMWBE). While the State does not give gender or race-based preferential treatment, it does seek equitable representation from Washington Small Businesses as well as the veteran, minority, and women-owned business communities.

According to Chapter 39.26.010 RCW, to qualify as a Washington Small Business, Bidder must meet three (3) requirements:

a. Location: Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel.

b. Size: Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees or (b) gross revenue or less than seven million dollars ($7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years.

c. WEBS Certification: Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).

According to Chapter 43.60A.190 RCW, to qualify as a Certified Washington Veteran-Owned Business, Bidder must meet four (4) requirements:

a. 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:

(1) A veteran is defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;

(2) A person who is in receipt of disability compensation or pension from the Department of Veteran's Affairs; or

(3) An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces

reserves.

b. Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the State of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.

c. WEBS Certification. Bidder must have certified its Veteran-Owned Business status in Washington's Electronic Business Solution (WEBS).

d. WDVA Certification. Bidder must have certification documentation to the Washington Department of Veteran's Affairs (WDVA) and be certified by WSVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).

DSHS encourages Washington Small, Veteran-owned, and MWBE Bidder participation both directly in Response to this Solicitation and as subcontractors to a Prime Bidder.

Bidders may contact the Office of Minority and Women's Business Enterprises (OMWBE) at http://omwbe.wa.gov/ and/or the Department of Veterans Affairs at http://www.dva.wa.gov/program/veteran-owned-business-certification in order to obtain information on certified firms for potential subcontracting arrangements or for information on how to become certified. Nothing in this section is intended to prevent or discourage participation from non-MWBE firms or non-Veteran-owned businesses.

10. Auxiliary Aids and Limited English Proficient (LEP) Services:

DSHS will provide access to this Solicitation document to individuals with disabilities and Limited English Proficient individuals. Please contact the Coordinator to request auxiliary aids and services.

If an individual believes that the Department has discriminated against them based on a protected status, please contact the DSHS Investigations Unit for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at https://www.dshs.wa.gov/sites/default/files/publications/documents/Non-discrim%2022-171.pdf

11. Cost to Prepare Response

DSHS will not be liable for any costs incurred by the Bidder in preparing, conducting a site assessment, or submitting a Response to this Solicitation.

12. Acceptance of Solicitation Terms

In submitting a Response, Bidder must include a signed Bid Submission Letter in the form set forth on Attachment B, as well as signed Bidder Certifications in the form set forth on Attachment C. Bidder must acknowledge that in submitting a Response, it accepts all terms of this Solicitation Document, including all of its Attachments, and that Bidder's Response constitutes a binding offer. Bidders may not alter or redline the solicitation terms or requirements in their Response. Submitting altered or redlined solicitation terms or

requirements in the Bidder Response may result in bidder disqualification. Bidders may request that DSHS consider exceptions and/or revisions to the sample contract language found in Attachment A as part of their response in the Bidder Response form. DSHS shall be under no obligation to agree to any requested changes and will not consider changes to contract language or negotiate any new language not identified in response to this question.

13. Joint Proposals

If Bidders submit a joint Response with one or more other persons or entities, these persons or entities must designate a prime Bidder. The prime Bidder will be DSHS's sole point of contact through the Procurement process. If selected as the Apparent Successful Bidder, the prime Bidder shall sign the Contract and any amendments and will be liable and responsible to DSHS for all performance under the Contract.

14. Withdrawal of Responses

After a Response has been submitted, Bidders may withdraw their Response at any time up to the Response due date and time as specified in Section C.1, Solicitation Schedule. A written request to withdraw the Response must be submitted to the Coordinator. After withdrawing a Response, the Bidder may submit another Response at any time up to the Response submission date and time.

15. Ownership of Responses

All materials submitted in response to this Solicitation become the property of DSHS, unless received after the deadline in which case the Response shall be returned to the sender. DSHS shall have the right to use any of the ideas presented as part of the process in any manner as it deems appropriate or beneficial, regardless of whether it is contained in a Response that results in selection for a Contract.

16. DSHS Award Options; Improvement of Bid Offers

After Responses are received and written evaluations are completed, DSHS may (but shall not be required to) request best and final offers from one or more Responsible and Responsive Bidders. The written Responses of Bidders invited to provide a best and final offer may be re-evaluated and the point values may be adjusted based upon changes to pricing or proposed services, deliverables or methodologies that are included in a best and final offer, prior to DSHS' determination of the Apparent Successful Bidder.

Alternatively, after reviewing all Responses, DSHS may enter into negotiations with the highest ranked Responsive and Responsible Bidder in order to determine if the Bid may be improved before identification of the Apparent Successful Bidder.

DSHS shall not be required to request best and final offers or to enter into negotiations and reserves the right to make a Contract award without further discussion of the Response. Therefore the Response should be submitted on the most favorable terms that Bidder intends to offer.

17. Oral Interviews or Presentations

After bids are received and written evaluations are completed, DSHS may request that one or more Responsible and Responsive bidders participate in an oral interview and/or presentation or demonstration. If this option is elected, additional points shall be awarded as set forth in Section E.3, Evaluation Criteria and Scoring of Responses.

18. Announcement of Successful Bidder(s)

DSHS shall announce the Apparent Successful Bidder(s) on WEBS on the date indicated in Section C.1., Solicitation Schedule. All announcements of Apparent Successful Bidders are subject to the negotiation of a Contract satisfactory to DSHS.

Bidders may request a debriefing conference with the Coordinator to discuss information regarding the review and/or evaluation of their bid and may, under certain circumstances, file a formal protest requesting that DSHS provide an identified remedy if Bidder believes certain types of errors occurred. A more detailed description of these processes is set forth in Section F, Debriefing and Protest Procedure.

19. Ethics, Policies and Law

This Solicitation, the evaluation of Responses, and any resulting contract will be made in conformance with applicable Washington State laws and Policies.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. Bidders should familiarize themselves with the requirements prior to submitting a Response. Bidders must include, in their Letter of Submittal, information regarding any current or former state employees who are employed by, or subcontracted with, Bidder.

SECTION D
INSTRUCTIONS REGARDING CONTENT, FORMAT AND SUBMISSION OF WRITTEN RESPONSES

Bidders shall submit their Responses utilizing the forms set forth on Attachments B, C, D, and E to this Competitive Solicitation. Each Attachment represents a separate section of the Response. Failure to complete and submit all required Attachments, and to sign them, if applicable, may result in Bidder disqualification. Responses should be typed in 12-point font and should be submitted in the following order with each section of the Response clearly labeled.

1. Attachment B: Bid Submission Letter (Required, not scored)

All Bidders must submit a completed bid submission letter in the form and with the minimum contents set forth on Attachment B, which must include all of the required acknowledgments and information. The Bid Submission Letter must be signed by an individual authorized to bind the Bidder contractually. Bidder's completed and signed Attachments B, C, and E, together with any documents that are required to be attached, and Bidder's answers to administrative questions set forth on Attachment D, Bidder Response Form, comprise the Administrative component of the Response.

2. Attachment C: Bidder Certifications and Assurances (Required, not scored)

All Bidders must submit the Bidder certifications and assurances form set forth on Attachment C, signed by an individual authorized to bind the Bidder contractually. Bidders may not alter or redline the Bidder Certifications and Assurances form in their Response. Submitting altered or redlined solicitation terms or requirements in the Bidder Response may result in Bidder disqualification.

3. Attachment D: Bidder Response Form (Required, Portions Scored)

Using Attachment D, Bidders must provide answers to the questions set forth on the Bidder Response Form to demonstrate satisfaction of administrative requirements and, as applicable to this Solicitation, their qualifications, approach and proposed pricing to provide the services as outlined in this Competitive Solicitation, including the Sample Contract set forth on Attachment A. The number of points allocated to each answer is indicated next to the question.

The Bidder Response Form is posted separately from this Solicitation document in Microsoft Word format. Except for limits that are noted on the Bidder Response Form, Bidders may utilize as much space as is reasonably required to respond to each question, provided all questions are repeated and remain numbered and ordered as set forth in Attachment D. If additional pages are needed, they should be attached to the page containing the initial portion of the Response to a question and should be marked clearly to indicate that they provide a continuation of Bidder's answer to a specific numbered question. Bidders should not submit product brochures, white papers, customer testimonials, cut sheets, or other pre-prepared materials in Response to any of the questions unless specifically requested.

Bidders must submit complete, well-organized explanatory answers that address all of the specific questions asked in the Bidder Response Form. Bidders should not assume that evaluators will be familiar with their businesses before conducting the evaluation.

Use of Attachment D assures that Bidder responds to specific questions in space immediately below those questions and helps to avoid confusion among evaluators about the question that is being responded to. In awarding points, evaluators shall not be obligated to search through the Bidder's answers to questions other than the one being reviewed in order to locate text that is responsive to the question being reviewed. Failure to use the form set forth on Attachment D (with the applicable questions set forth immediately above Bidder's answers), failure to respond to all questions and/or failure to submit any documents requested in the Bidder Response Form may result in Bidder disqualification.

If Bidder is awarded a Contract, DSHS may require that Bidder's Response to the Bidder Response Form be incorporated, in whole or in part, into the Contract.

4. Attachment E: Contractor Inclusion Plan (Required, not scored)

All Bidders must submit the Contractor Inclusion Plan form set forth on Attachment E, signed by an individual authorized to bind the Bidder contractually. DSHS requires that Bidder submit this inclusion plan template as part of their proposal. Once submitted, the Inclusion Plan template becomes part of the Contract if awarded to the Bidder.

The Bidder shall also include an anticipated list of Washington Small, Minority, Women, and Veteran-owned subcontractors or vendors who may provide services on the project. Responses should reflect the Bidder's sincere efforts to include diverse, Washington Small, and Veteran businesses. Businesses listed in the plan must be certified by OMWBE or DVA, or registered in WEBS as Washington Small businesses. If a company is not certified or registered but may be eligible for certification, the Bidder should encourage the company to become certified.

Inclusion goals are aspirational. No preference is given for inclusion plans or goals in the evaluation of bids. While no minimum level of OMWBE certified, Veteran-owned, or Washington Small Business participation will be required as a condition for receiving an award, the plan must include the actions the Contractor will take to increase subcontracting opportunities for those business types.

5. Proprietary Information/Public Disclosure

Materials submitted in response to this Solicitation shall be deemed public records as defined by RCW 42.56. All Responses and accompanying documentation shall become the property of DSHS upon receipt and will not be returned.

The Bidder's Response must include, in Attachment D, a statement identifying the pages of its Response, if any, which contain information the Bidder considers proprietary (for the purposes of public disclosure). Each page claimed to be proprietary must be clearly marked by stating the word "Proprietary" on the lower right-hand corner. Bidders must be reasonable in designating information as proprietary or confidential. **Bidders may not**

mark their entire Response proprietary. Doing so will not be honored and will disqualify your Response from further consideration.

If DSHS receives a request to view or copy a Bidder's Response, DSHS will respond according to applicable law and DSHS's policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in a Response without giving the Bidder ten (10) days' notice to seek relief in superior court per RCW 42.56.540.

DSHS is required to publicly post the awarded Bidder(s)'s bid(s) and bid evaluation documents, upon completion of the Solicitation. DSHS shall redact these materials for information identified as proprietary and post them on the DSHS website subsequent to the award of a contract.

Bidders may not include any DSHS client information in their Responses. Doing so will result in disqualification of the Response from further consideration. If you wish to include examples of any forms or processes, use a blank form or ensure that all client information is completely redacted.

6. Submission of Responses

Bid Responses must be stored in an acceptable electronic format and, if applicable, hard copy format, as set forth in Section 7, below. Bid Responses must be emailed directly to the Coordinator at the email address provided on the cover sheet of this Solicitation Document. Bid Responses must be received by the Coordinator in their entirety on or before the due date and time set forth in Section C.1., Solicitation Schedule, unless a posted Amendment to this Competitive Solicitation changes this due date and time. Bidder's completed version of each of the Attachments B, C, D, and E, to this Competitive Solicitation shall be included as a separate attachment to the Bidder's email(s).

Bidders assume all risks for the timely submission of the Response. Bidders are responsible for allowing sufficient time to ensure timely electronic receipt of their Response by the Coordinator and, in Solicitation that also requires that hard copies of the Response be submitted, to ensure timely receipt via other delivery methods. DSHS does not assume responsibility for problems with the Bidder's email, network or problems with the mail, parking, traffic or the services of any third-party courier. However, if DSHS email is not working properly, appropriate allowances will be made.

DSHS will not accept late Responses, nor grant time extensions for individual Bidders. DSHS will disqualify any Response and withdraw it from consideration if it is received after the Response submission due date and time.

7. Acceptable Electronic Formats for Submission of Responses

Attachment D, Bidder Response Form, should be submitted in Microsoft Word format. Other Response documents must be formatted in Portable Document Format (Adobe Acrobat PDF) or Microsoft Word, Excel, or PowerPoint. Spreadsheet documents must be submitted in Microsoft Excel and in a live, unprotected file that includes all formulas, macros, and computations that are relied on or used to calculate any rates or values presented therein. When scanning documents to be submitted in PDF format, scanner resolution should be set to at least 200 dots per inch.

NOTE: DSHS cannot receive emails that are larger than 30MB. To keep file sizes to a minimum, Bidders are cautioned not to use unnecessary graphics in their Responses. If your Response approaches or exceeds 30MB, you must break it up and send it by more than one email so that no single email exceeds 30MB.

8. Alternative Submission Methods

Bidders wishing to request an alternative method for submitting their Response must contact the Coordinator at least ten (10) days before the Response Submission Date. No alternative submission method will be accepted unless agreed to by the Coordinator in writing prior to the Response deadline.

SECTION E
EVALUATION OF RESPONSES

1. Bid Responsiveness; Administrative Review

All Responses will be reviewed by the Coordinator to determine compliance with administrative and minimum qualification requirements and instructions specified in this Solicitation. DSHS may reject a Response as nonresponsive at any time for any of the following reasons:

- Incomplete Response
- Submission of a Response that proposes services that deviate from the scope and technical requirements set forth in this document and Attachment A, Sample Contract, except as permitted in an Amendment to this Solicitation
- Failure to meet the minimum Bidder qualifications or to comply with any requirement set forth in this Solicitation Document, including Attachments
- Submission of incorrect, misleading, or false information
- History of prior unsatisfactory contractual performance

The Coordinator may contact any Bidder for clarification of the Response. If a Response is deemed non-responsive, it shall be removed from further consideration. DSHS shall notify non-responsive Bidder(s) of this determination and the supporting reasons. Bidders whose Responses are found to be non-responsive shall be disqualified from further evaluation and shall be notified in writing.

If a Response meets all administrative and Bidder qualification requirements and submittal instructions, DSHS shall continue with the Written Evaluation and, if applicable, the Oral Evaluation.

2. Errors in Bidder Response

Bidders are responsible for all errors or omissions contained in their Responses. Bidders will not be allowed to alter Response documents after the deadline for Response submissions.

DSHS reserves the right to contact any Bidder for clarification of Response contents. In those cases where it is unclear to what extent a requirement has been addressed, the evaluation panel may, in their discretion and acting through the Coordinator, contact a Bidder to clarify specific matters in the submitted Response.

DSHS reserves the right to waive minor administrative irregularities contained in any Bidder Response.

3. Evaluation Criteria and Scoring of Responses

Following the administrative review, Responses shall be evaluated and points shall be awarded for the management, technical and cost proposal components of the Response, as applicable, based upon Bidder's responses to the questions set forth on Attachment D, Bidder Response Form. Additional evaluation points may be awarded for specific criteria not included on Attachment D, Bidder Response Form only if set forth in this Section.

The maximum number of points available for each Bidder is three hundred (300).The maximum number of points that may be assigned with respect to specific questions is set forth on Attachment D, Bidder Response form. The overall breakdown for assignment of points in evaluating Responses to this Solicitation is as follows:

Management (Qualifications) Response…….....100 maximum points
Technical Response… ..... 100 maximum points
Cost Proposal (Quotations) .....25 maximum points
(*Optional) Oral Interview/Presentation… .....50 maximum points
Total 1 **275**
EO 18-03 Response…… 5 maximum points
Certified Washington Veteran-owned Business .....10 maximum points
Washington Small Business ..... 10 maximum points
Total 2 **25**
Total Possible Points .....300 maximum points

4. Evaluation of Cost Proposal/Quotations

Bidders will be evaluated and points will be awarded based upon their competency at aligning the budget line items (Attachment D – Bidder Response Form Section 7.) with the answers provided by the Bidder for the technical response questions (Attachment D – Bidder Response Form Section 6.); and that itemized costs are accurate, reasonable and necessary pursuant to previous DSHS purchases and market rates.

5. Written Bid Evaluation Process

DSHS shall designate an evaluation team of at least three (3) evaluators to review, evaluate, and score the written question responses. These evaluators will be selected based on their qualifications, experience, capability and background. If oral interviews or presentations are conducted, additional evaluators may supplement or replace some or all of the individuals performing the written evaluation.

Evaluators shall assign scores up to the maximum points available. Individual evaluator points will be totaled and the average points for each Bidder will be calculated. The Bidder's average points earned for each question will be added together to determine the Bidder's total written evaluation points.

6. Evaluation Points to Washington Small and Veteran-owned Businesses

In accordance with DES Policy 090-060 Supplier Diversity, DSHS shall consider awarding evaluation points to Certified Washington Veteran-owned and/or Washington Small Businesses.

DSHS will evaluate bids for best value and provide a bid preference point in the amount set forth on Attachment D, Bidder Response Form, to any Bidder who certifies that they are a Washington Small Business (as defined in (RCW 39.26.010(22)) or Certified Washington Veteran-owned Business (according to (RCW 43.60A.190)).

7. Evaluation for Executive Order 18-03 (Firms without Mandatory Individual Arbitration for Employees)

Pursuant to RCW 39.26.160(3) (best value criteria) and consistent with Executive Order 18-03 – Supporting Workers' Rights to Effectively Address Workplace Violations (dated June 12, 2018), DSHS will evaluate bids for best value and provide a bid preference in the amount set forth on Attachment D, Bidder Response Form, to any bidder who certifies that their firm does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

Successful bidders who certify that their employees are NOT required to sign these clauses and waivers as a condition of employment will have an EO 18-03 section added to their Contract incorporating this Response and requiring notification to DSHS if they later require their employees to agree to these clauses or waivers during the term of the Contract.

8. Bidder's References

Once the written evaluations are completed, DSHS may contact the references provided by the top-ranked Bidder(s) in order to investigate past performance and validate information in Bidder Responses. In submitting a Response, Bidder agrees that it shall hold harmless DSHS and any individuals identified as references from and against liability resulting from the provision of information or the receipt and use of that information in evaluating Bidder's Response.

While additional points may be awarded for superior performance and reliability as demonstrated through references (see Section E.3. above), references are generally evaluated on a pass/fail basis. DSHS may reject a bid and consider a bidder as non-responsible if a reference provides negative information about a Bidder's past performance.

DSHS may, at any time, require additional or substitute references to determine the Bidder's experience and level of responsibility. If the reference check process reveals information that should properly be considered in evaluating Bidder's responses, DSHS may, in its sole discretion, reconvene the evaluation panel to reconsider the evaluation scoring in light of the information obtained.

9. Oral Interview/Evaluation

In addition to evaluating the written Response, DSHS may invite one or more of the highest scoring Bidders to make an oral presentation which shall be separately evaluated.

10. Selection of Apparent Successful Bidder

The eligible Bidder that receives the highest total number of possible points will be presented to DSHS management for consideration as a finalist for the Apparent Successful Bidder. In the event multiple Contracts will be awarded, the applicable number of top-scoring eligible Bidders will be considered.

The selection process shall determine which Bidder provides the best value in meeting the needs of DSHS. Selection of the Apparent Successful Bidder(s) depends upon DSHS' assessment of multiple factors, including Bidders' qualifications, capabilities, efficiency, experience, reliability, responsibility, integrity, quality of proposed services and deliverables, timeliness, cost and potential impact on DSHS' needs. DSHS may consider whether the Response encourages diverse contractor participation; whether the Bid provides competitive pricing, economies and efficiencies; whether the Bidder considers human health and environmental impacts; whether the Response appropriately weighs cost and non-cost considerations; and life cycle cost, as applicable. DSHS may also consider a Bidder's performance on prior State or other contracts and may reject Responses of any Bidder who has failed to perform satisfactorily under any previous contract with the state or another party. DSHS reserves the right to select a Bidder whose Response is deemed to offer the best overall value and that is in the best interests of DSHS and the State of Washington.

DSHS management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and announced on WEBS as the Apparent Successful Bidder(s) on or about the date and time set forth in Section C.1., Solicitation Schedule. DSHS may also notify the Apparent Successful Bidder(s) and the unsuccessful Bidder(s) of its determination via email on or about the date and time specified in Section C.1., Solicitation Schedule.

DSHS' decision will be subject to the execution of a Contract satisfactory to DSHS within a reasonable period of time following the announcement of the Apparent Successful Bidder on WEBS. In the event the parties are unable to reach agreement on the final details of a Contract, consistent with Attachment A, Sample Contract, DSHS shall have the option of negotiating with the next highest ranked Bidder and of revising the announcement of the Apparent Successful Bidder.

SECTION F
BIDDER DEBRIEFING
AND PROTEST PROCEDURE

1. Debriefing Conferences

No later than 5:00 p.m. on the third business day following the posted announcement of Successful Bidder(s) on WEBS, Bidders may send an email to the Coordinator requesting a Debriefing Conference. Unless a different date is agreed upon by the Coordinator, the Debriefing Conference will be held on a date designated in Section C.1., Solicitation Schedule. Discussion at the debriefing conference will be limited to the following:

- If the Bidder's proposal was rejected, the reason for its rejection
- Evaluation and scoring of the Bidder's Response
- Critique of the Response based on the evaluation
- Review of Bidder's final score in comparison with the other final scores

No comparisons between Bids will be allowed during the Debriefing Conference, which shall be conducted by telephone, unless the Coordinator agrees to an in-person meeting, and shall last for a maximum period of thirty (30) minutes.

2. Grounds and Filing of Protests

A Bidder who has participated in a Debriefing Conference may file a formal Protest if the Bidder asserts that there are facts that indicate error in the evaluation of Bids on one or more of the following grounds:

- Bias, discrimination or conflict of interest on the part of the evaluator or in the process
- Mathematical errors in computing the score
- Non-compliance with procedures described in the Solicitation document or in DES policy

Protests must be emailed to the Solicitation Coordinator and must be received no later than 5:00 p.m. (Pacific Time) on the fifth (5th) business day following the day of the Bidder's Debriefing Conference. The Protest must adhere to the requirements set forth in this Section or it will not be considered. This Protest procedure constitutes the sole administrative remedy available to Bidders from DSHS under this Solicitation.

Protests must include the protestor's mailing address and phone number and the name of the individual responsible for filing the Protest. The Protest must state the Solicitation number and title, the grounds for the Protest, specific facts to support these grounds, and a description of the relief or corrective action being requested.

Protests not based on one of the grounds set forth in this Section will be rejected. It is not grounds for a protest to question an evaluator's professional judgment on the quality of a Response or DSHS' assessment of its own needs or requirements.

3. DSHS Protest Review Process

The Coordinator will immediately forward any Protest to the Chief of Central Contracts and Legal Services to assign to a Protest Coordinator for review. The Protest Coordinator, an individual who was not involved in the Solicitation, will consider the record and all available facts and will endeavor to issue a decision within ten (10) business days following receipt of the Protest. If additional time is required, the protesting party will be notified of the delay.

In the event a Protest may involve the conduct of or information submitted by another Bidder that also submitted a Response, such Bidder will be given an opportunity to submit its views and any relevant information on the issue(s) raised by the protest to the Solicitation Coordinator.

4. Determination of Protests

The Protest Coordinator shall issue a written determination regarding the Protest. This written determination shall include one or more of the following determinations:

- Upholding DSHS determination of the Apparent Successful Bidder(s) on the basis that there are insufficient facts to establish the alleged error; or
- Upholding DSHS' determination of the Apparent Successful Bidder(s) on the basis that there are only technical or harmless errors in DSHS' evaluation process; or
- Finding errors and identifying actions which may be taken by DSHS, such as:
    i. Correction of errors and reevaluation of all bids,
    ii. Cancellation and reissuance of the Solicitation (in which case all the Bidders will be notified), or
    iii. Other corrective actions as may be appropriate

There is no further administrative process or remedy available within DSHS to appeal the determination that resulted in a Protest. If the protesting party does not accept DSHS' determination, the protesting party can seek relief from Superior Court in Thurston County, WA.

SECTION G
CONTRACTING PROCEDURES

1. Contract Execution

The Apparent Successful Bidder(s) is expected to sign a contract with DSHS that is substantially the same as Attachment A, Sample Contract, included with this Solicitation, and to enter into any subsequent Contract amendments that may be required to address specific work or services.

DSHS reserves the right to require that some or all of Bidder's Response be incorporated into the Contract, and to negotiate the specific wording of the Statement of Work, based on the requirements of this Solicitation and the terms of the Response submitted by the Apparent Successful Bidder. If changes are requested as part of the Bid Response, DSHS may consider, but shall be under no obligation to agree to, modifications to the General Terms and Conditions of Attachment A, Sample Contract.

If the Apparent Successful Bidder fails or refuses to sign a Contract within ten (10) business days of delivery by DSHS, DSHS may elect to designate the next highest-ranked finalist as the Apparent Successful Bidder.

2. Insurance

The Apparent Successful Bidder shall provide evidence of its compliance with the insurance requirements included on Attachment A, Sample Contract.

3. Non-Endorsement

The award of a Contract is not an endorsement by the State or DSHS of the Bidder or Bidder's Services and shall not be represented as such by Bidder in any advertising or other publicity materials.

By submitting a Response to this Solicitation, the Bidder agrees to make no reference to DSHS in any literature, promotional materials, brochures, sales presentations or the like without the prior written consent of DSHS.

4. Background Checks

Individuals who will be performing the Contract on behalf of the Apparent Successful Bidder may be required to undergo background checks. Individuals who have disqualifying results (showing crimes and/or negative actions) may not be permitted to provide Services under the Contract.

5. Electronic Payment

The State prefers to utilize electronic payment in its transactions. The successful Bidder will be required to register in the Statewide Vendor Payment system, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services, prior to submitting a request for payment under their Contract. No payment shall be made until the registration is completed.

6. Subcontractor Participation Monitoring and Reporting

If the Contract that results from this Solicitation includes the use of an Office of Minority and Women's Business Enterprises (OMWBE) Certified subcontractor, the Apparent Successful Bidder (ASB) and their subcontractors are obligated to complete vendor registration in OMWBE's Access Equity system (B2Gnow). Access Equity is an online vendor management system used by Washington State to track subcontractor payments. **Confidential information (Tax ID, etc.) is not required for vendor registration, and SHOULD NOT BE INCLUDED as this information is available to all B2Gnow customers**. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at https://omwbe.diversitycompliance.com/ or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: https://omwbe.wa.gov/.

Each month during the contract, the Prime Contractor will report payments to all OMWBE Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

Competitive Solicitation RFP 2535-875 Attachment D, Bidder Response Form
Bidder Name _ODAT Services LLC_____

ATTACHMENT D: BIDDER RESPONSE FORM This form is broken into Seven sections: Section 1. Administrative Response; Section 2. EO 18-03 Response; Section 3. Washington Small Business; Section 4. Certified Washington Veteran-owned Business; Section 5. Management Response; Section 6. Technical Response; and Section 7. Quotation/Cost Proposal. Bidders must respond to all questions in the order and in the expandable space provided. If a question requires Bidder to submit additional documents, please attach them to this document and label them clearly as part of your response to this Attachment D.		
1	**BIDDER INFORMATION (ADMINISTRATIVE RESPONSE)** Bidder's response to the questions in this Section 1, combined with the information provided in Bidder's Submittal Letter and Certifications and Assurances, comprise Bidder's Administrative Response to this Solicitation. While the Administrative Response is not given a number score, the information provided as part of Bidder's Administrative Response may cause the Bid to be disqualified and may be considered in evaluating Bidder's qualifications and experience.	**MAXIMUM TOTAL POINTS**
a	Please indicate whether you employ or Contract with current or former state employees. If the answer is yes, provide the following information with respect to each individual: 1. name of employee or contractor; 2. the individual's employment history with the State of Washington; 3. a description of the Individual's involvement with the response to this Solicitation; and 4. the Individual's proposed role in providing the services under this any Contract that may be awarded.	NOT SCORED
	ANSWER: No	
b	Please list the names and contact information of three individuals you agree may serve as Bidder references and may freely provide information to DSHS regarding the reference's experience and impressions of Bidder. In providing these names, Bidder represents that it shall hold both DSHS and the organizations and individuals providing a reference harmless from and against any and all liability for seeking and providing such reference.	NOT SCORED
	ANSWER: Michael O'Brien: Snohomish County Human Services | Behavioral Health & Veterans Division | 425-388-6291 | Michael.OBrien@co.snohomish.wa.us Roddie Plant: Washington Alliance for Quality Recovery Residences | Director of Grant Administration | 509-212-4540 | roddie@waqrr.org Audrey Morford: DSHS| Supportive Housing Case Manager| 564-669-1184|audrey.morford@dshs.wa.gov	

c	Please indicate whether your Response contains any variations from the requirements of the Solicitation Document. If the answer is yes, list each variation with specificity and include the pertinent page numbers containing the variation.	NOT SCORED
	ANSWER: No	
d	Please indicate whether you are requesting that DSHS consider any exceptions and/or revisions to the sample contract language found in Attachment A. If so, state the page of Attachment A on which the text you request to change is found, and state the specific changes you are requesting. DSHS shall be under no obligation to agree to any requested changes, and will not consider changes to contract language or negotiate any new language not identified in response to this question.	NOT SCORED
	ANSWER: No	
e	If Bidder considers any information that is submitted as part of its Response to be proprietary, please identify the numbered pages of Bidder's Response containing such information and place the word "Proprietary" in the lower right hand corner of each of these identified pages.	NOT SCORED
	ANSWER: No	
f	Please indicate whether you have had a contract terminated for cause or default within the past five (5) years. If so, please provide the terminating party's name, address and telephone number and provide a summary describing the alleged deficiencies in Bidder's performance, whether and how these alleged deficiencies were remedied and any other information pertinent to Bidder's position on the matter. "Termination for Cause" refers to any notice to Bidder to stop performance due to Bidder's asserted nonperformance or poor performance and the issue was either (a) not litigated; (b) litigated with a resulting determination in favor of the other party; or (c) is the subject of pending litigation.	NOT SCORED
	ANSWER: No	
g	Please identify any prior contracts Bidder has entered into with the State of Washington within the past ten (10) years and identify the dates and nature of the contract and primary agency contact for each.	NOT SCORED
	• ANSWER: Commerce Contract 22-46412-001 (2022) Operating Recovery Residences, Contact Jeff Spring 360-725-2991 • Commerce Contract 23-46412-001 (2023) Operating Recovery Residences, Contact Jeff Spring 360-725-2991 • Commerce Contract 23-46412-002 (2023) Operating Recovery Residences, Contact Jeff Spring 360-725-2991 • Commerce Contract 23-46412-010 (2023) Operating Recovery Residences, Contact Jeff Spring 360-725-2991 • Snohomish County Contract BH-24-90-04-361 (2024) Operating Recovery Residences, 425-388-7211	

	• Snohomish County Contract BH-23-90-04-361 (2023) Operating Recovery Residences, Michael O'Brien 425-388-7211 • Snohomish County Contract BH-22-90-04-361 (2022) Operating Recovery Residences, Michael O'Brien 425-388-7211 • Snohomish County Contract BH-21-90-04-361 (2021) Operating Recovery Residences, Michael O'Brien 425-388-7211 • Snohomish County Contract BH-20-90-04-361 (2020) Operating Recovery Residences, Michael O'Brien 425-388-7211 • DSHS Contract No. 2434 ALTSA Global Leasing (2024), Sandra Pelligrini 360-664-5578 • HCA Contract No. 2024HCA4 FCS Seed Funding (2024), Jacklyn Velasco, 360-725-2087 • WAQRR Housing Contract NO. HUH2424 Recovery Housing (2024), Jason Bliss 509-430-1155	
h	Please indicate whether Bidder has been the subject of a lawsuit or administrative proceeding alleging a failure to comply with laws relating to the types of services Bidder proposes to provide pursuant to this Competitive Solicitation. If the answer is yes, please list the nature of the allegations, docket number, disposition and date (if applicable) and Bidder's explanation of how it has changed its practices or operations relative to any alleged deficiencies since that proceeding was filed.	NOT SCORED
	ANSWER: No	
i	Please describe your proposed plans for the use of Subcontractors in performing this Contract, listing each Subcontractor, its proposed role, and the estimated percentage of the Contract that will be performed by each Subcontractor. Please indicate whether each Subcontractor self-identifies or is certified as a Washington small business, a minority-owned business, a woman-owned business, a disadvantaged business enterprise, or a veteran-owned business. If the answer is yes, please identify the type of organization(s) and provide details of any certifications. Note that all Subcontractors must be approved by DSHS.	NOT SCORED
	ANSWER: We do not plan on subcontracting any part of this contract.	
J	Please describe any programs, policies or activities of your organization that support human health and environmental sustainability in your business practices. If a program, policy or activity is specifically applicable to this Contract, please indicate so.	NOT SCORED

	ANSWER: ODAT's sustainability strategy is anchored in three pillars: resident-centered design, diversified funding, and strong community partnerships. We work with over seven referral and funding partners and have served more than 1,000 residents in the past seven years. For this contract, we will leverage our FCS, GOSH, and Global Leasing programs to support ALTSA-referred clients with a comprehensive, person-centered approach to housing stability.	
2	**BIDDER EO 18-03 CERTIFICATION**	MAXIMUM TOTAL POINTS
EO	Are your employees required to sign, as a condition of employment, a mandatory individual arbitration clause and/or a class or collective action waiver? **Please Note:** Points for this question will be awarded to bidders who respond that they do not require these clauses and waivers. If you certify here that your employees are NOT required to sign these clauses and waivers as a condition of employment, and you are the successful Bidder, a term will be added to your Contract certifying this response and requiring notification to DSHS if you later require your employees to agree to these clauses or waivers during the term of the Contract.	**5**
	ANSWER: No	
3	**BIDDER CERTIFICATION –WASHINGTON SMALL BUSINESS**	MAXIMUM TOTAL POINTS
	Are you a Washington Small Business as defined under **RCW 39.26.010**? According to **Chapter 39.26.010 RCW**, to qualify as a Washington Small Business, Bidder must meet three requirements: a. *Location*. Bidder's principal office/place of business must be located in and identified as being in the State of Washington. A principal office or principal place of business is a firm's headquarters where business decisions are made and the location for the firm's books and records as well as the firm's senior management personnel. b. *Size*. Bidder must be owned and operated independently from all other businesses and have either: (a) fifty (50) or fewer employees; or (b) gross revenue of less than seven million dollars ($7,000,000) annually as reported on Bidder's federal income tax return or its return filed with the Washington State Department of Revenue over the previous three consecutive years. c. *WEBS Certification*. Bidder must have certified its Washington Small Business status in Washington's Electronic Business Solution (WEBS).	**10**

	ANSWER: Yes	
4	**BIDDER CERTIFICATION – CERTIFIED WASHINGTON VETERAN-OWNED BUSINESS**	MAXIMUM TOTAL POINTS
	Are you a Certified Washington Veteran-Owned Business as defined under **RCW 43.60A.190**? According to **Chapter 43.60A.190 RCW**, to qualify as a Certified Washington Veteran-Owned Business, Bidder must meet four requirements: *a. 51% Ownership. Bidder must be at least fifty-one percent (51%) owned and controlled by:* *1. A veteran is defined as every person who at the time he or she seeks certification has received a discharge with an honorable characterization or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one of the capacities listed in RCW 41.04.007;* *2. A person who is in receipt of disability compensation or pension from the Department of Veteran's Affairs; or* *3. An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.* *b. Washington Incorporation/Location. Bidder must be either an entity that is incorporated in the state of Washington as a Washington domestic corporation or, if not incorporated, an entity whose principal place of business is located within the State of Washington.* *c. WEBS Certification. Bidder must have certified its Veteran-Owned business status in Washington's Electronic Business Solution (WEBS).* *d. WDVA Certification. Bidder must have provided certification documentation to the Washington Department of Veterans' Affairs WDVA) and be certified by WDVA and listed as such on WDVA's website (WDVA – Veteran-Owned Businesses).*	**10**
	ANSWER: No	

5	BIDDER QUALIFICATIONS AND EXPERIENCE (MANAGEMENT RESPONSE)	MAXIMUM TOTAL POINTS
	MANDATORY EXPERIENCE AND QUALIFICATIONS	
A	Is your firm licensed to do business in the State of Washington? Or can your firm provide a statement of commitment that states you will be licensed to do business in Washington within thirty (30) calendar days of being selected as a Successful Bidder?	**Pass/Fail**
	ANSWER: Yes	
B	Is your firm able to make leasing decisions for owned or leased properties that comply with Washington State Landlord tenant laws?	**Pass/Fail**
	ANSWER: Yes	
C	Is your firm eligible for the Landlord Mitigation Fund or able to support private landlords in applying?	**Pass/Fail**
	ANSWER: Yes	
D	Is your firm able to institute a low barrier or no barrier housing application process for individuals or households referred by HCS? **(RFP NOTE: for more information regarding what constitutes a low barrier process, see attachment A, sample contract.)**	**Pass/Fail**
	ANSWER: Yes	
E	If your firm is a property owner, are you willing to accept rental subsidies from HCS passed through the Spokane Housing Authority, in accordance with applicable housing program regulations and requirements?	**Pass/Fail**
	ANSWER: Yes	
	DESIRED EXPERIENCE AND QUALIFICATIONS	
I	Please describe the experiences, skills and qualifications your organization possesses that are relevant to an evaluation of your ability to perform the Contract that is the subject of this Solicitation, specifically leasing or subleasing housing using market rates. Please ensure that your answer to this question includes all information that you wish DSHS to consider in determining whether you meet the minimum Bidder qualifications set forth in the Solicitation Document. Please include any relevant experience that distinguishes your organization or makes it uniquely qualified for the Contract.	**30**
	ANSWER: ODAT Services is a mission-driven housing provider with over eight years of experience leasing and subleasing market-rate housing across Washington State. We currently manage eight recovery homes, which include a mix of owned and leased properties. In addition to these recovery homes, ODAT Services holds four Global Leases from the previous year's Global Leasing contract and has secured five additional leases in the first four months of the GOSH (Governor's Opportunity for Supportive Housing) program. We have also successfully housed over 50 clients enrolled in the Foundational Community Supports (FCS) program within the last 18 months. This growing and diverse portfolio	

	demonstrates our ability to secure and maintain market-rate housing through sustained relationships, strategic outreach, and a deep understanding of landlord engagement. Our organization has successfully operated housing programs serving more than 1,000 residents. We specialize in housing individuals with complex needs, including those with histories of homelessness, institutionalization, substance use disorders (SUD), and physical or mental disabilities. Over 90% of our current residents have received inpatient services in the past two years, and more than 70% have experienced homelessness. Our approach is rooted in trauma-informed care and the Housing First model, ensuring that clients are not excluded based on active substance use or noncompliance with treatment. ODAT Services delivers individualized housing plans and wraparound supports under the Permanent Supportive Housing (PSH) Fidelity model. This includes: • Tenant choice and autonomy • Functional separation of housing and services • Community integration • Flexible, voluntary services such as tenancy support, crisis intervention, and eviction prevention We are licensed to operate in Washington State and comply fully with Washington State Landlord Tenant Laws. Our organization is registered with a Statewide Vendor Identification Number, allowing us to access the Landlord Mitigation Fund for reimbursement of damages. We accept rental subsidies from ALTSA via the Spokane Housing Authority and have experience managing units that meet NSPIRE inspection standards. The GOSH program, operated by ODAT Services, is a statewide initiative designed to expand access to permanent supportive housing for individuals with high barriers to housing. Through GOSH, we provide: • Intensive housing navigation and placement services • Ongoing tenancy support and landlord mediation • Coordination with care teams and community resources	

	• Risk mitigation strategies including vacancy payments and damage coverage The Global Leasing contract has been instrumental in reducing time to placement and increasing housing stability for clients exiting facilities such as hospitals and skilled nursing centers. It aligns directly with the goals of the Global Leasing initiative and further distinguishes ODAT Services as a leader in innovative, barrier-reducing housing solutions. In summary, ODAT Services meets and exceeds the minimum qualifications outlined in the Solicitation. We offer: • Proven success in leasing and subleasing market-rate housing • Specialized experience with high-barrier populations • A collaborative model integrating Global Leasing, GOSH, and FCS programs • Compliance with all legal and regulatory requirements • A flexible, scalable approach to fund utilization and service delivery	
J	Please provide the names of the key team members you will assign to this Contract, if you are the Successful Bidder, and provide their proposed roles and copies of resumes describing the relevant experience they possess. Bidder should include staff who are National Standards for the Physical Inspection of Real Estate (NSPIRE) certified, if Bidder does not have NSPIRE certified staff, then bidder should name the staff members that can be NSPIRE certified. NOTE: if awarded a contract, Bidder may not reassign the key personnel identified here from the Project without prior approval of DSHS.	**20**
	ANSWER: Travis Gannon Contract Role: Contract Administrator & Strategic Lead Travis will serve as the primary point of contact for DSHS and oversee all contractual obligations, reporting, and strategic coordination. He will ensure that the program aligns with ODAT Services' mission and meets all performance benchmarks. Travis will also lead stakeholder engagement and support high-level landlord negotiations. Jennafer Alme-Laurente	

	Contract Role: Housing Placement Coordinator Jennafer will manage day-to-day housing referrals, lease coordination, and client onboarding. She will be responsible for maintaining communication with landlords, tracking unit turnover, and ensuring timely placement of HCS-referred clients. Jennafer is designated to complete NSPIRE certification upon contract award. Daniel Istrate Contract Role: NSPIRE-Certified Housing Inspector & Compliance Officer Daniel will conduct all required NSPIRE inspections prior to tenancy and ensure that units meet federal and state housing standards. He will also oversee compliance with Washington State Landlord Tenant Laws and maintain documentation for all leased and subleased units. Daniel is NSPIRE certified and will serve as ODAT Services' designated inspector for this program.	
K	Please describe your method for assuring that your services and deliverables are provided in accordance with high quality standards and for immediately correcting any deficiencies. What data would you propose to report to DSHS which would permit verification of your quality assurance activity, findings and actions? How does your firm utilize Landlord Mitigation Funds to reimburse clients or your program for damages?	**30**
	ANSWER: ODAT Services maintains a robust quality assurance framework to ensure all services and deliverables meet high standards and contractual obligations. Our approach includes continuous monitoring, staff training, incident reporting, and corrective action planning. We adhere to the DSHS-HCA Supportive Housing Service Standards, which require timely completion of deliverables, documentation of participant and collateral contacts, and participation in fidelity and peer review processes. All direct service staff and supervisors complete a minimum of 6 hours of DSHS-HCA-hosted training annually, and new staff must complete 12 hours of foundational training in supportive housing practices within their first year. To assure quality and correct deficiencies, ODAT Services conducts regular internal audits and incident reviews. Serious incidents trigger a Critical Incident Debriefing, which is documented and used to identify systemic issues and implement remedial actions. We also participate in monthly meetings with housing service providers across Snohomish and King Counties to address community needs, barriers, and updates to Coordinated Entry and HMIS systems. For verification of our quality assurance activities, ODAT Services proposes reporting the following data to DSHS: • Number of client contacts and service deliverables completed • Incident and adverse event reports with corrective actions taken	

	• Staff training hours and completion rates • NSPIRE inspection outcomes • Client satisfaction and self-reported quality of life metrics • Number of rehousing events and tenancy preservation outcomes ODAT Services uses standardized move-in and move-out forms to document unit conditions, tenant responsibilities, and any damages. These forms are essential for tracking housing quality and for submitting claims to the Landlord Mitigation Fund, which we use to reimburse landlords for damages and to support repairs or upgrades necessary to meet NSPIRE standards. This process ensures clients can access safe and habitable housing while protecting property owners and maintaining positive landlord relationships. ODAT Services is committed to transparency, accountability, and continuous improvement. Our quality assurance systems are designed not only to meet contractual standards but to elevate the overall effectiveness of our housing and support services.	
L	Please describe the measures you employ to assure that your services and deliverables are provided in a cost effective manner that is consistent with quality outcomes and fair employment practices. In this response, include what measures your firm will use to ensure housing options are individual scattered site units, and not group homes or any type of shared living arrangement.	**20**
	ANSWER: ODAT Services ensures cost-effective service delivery by aligning program operations with measurable outcomes, efficient resource allocation, and integrated service delivery. We leverage community partnerships, streamline workflows, and minimize administrative overhead while maintaining high-quality care. Our staff are cross-trained to deliver multiple services, allowing for flexible deployment and reduced duplication of effort. We also utilize shared data systems and coordinated care planning to ensure that services are targeted, timely, and responsive to client needs. ODAT Services utilizes best practices from nationally recognized models such as Housing First, trauma-informed care, and Individual Placement and Support (IPS) to guide our service delivery and ensure consistency across programs. To ensure quality outcomes, ODAT Services adheres to the DSHS-HCA Supportive Housing Service Standards and maintains a rigorous internal quality management system. Staff are trained in crisis de-escalation, conflict resolution, and trauma-informed care, and participate in monthly provider meetings to address systemic barriers and share best practices. We also conduct regular audits and incident reviews to identify areas for improvement and implement corrective actions. Fair employment practices are embedded in our organizational culture. ODAT Services complies with the Americans with Disabilities Act and all applicable state and local employment laws, and provides reasonable accommodations to qualified individuals with disabilities. We maintain clear boundaries between service provision and employment supervision for clients who may be employed within our organization, ensuring confidentiality and avoiding conflicts of interest.	

	To ensure housing options are individual scattered site units and not group homes or shared living arrangements, ODAT Services utilizes its Global Leasing Program, FCS, and GOSH programs. Through Global Leasing, we master lease units across Snohomish, King, and Whatcom Counties, offering flexible, integrated housing options. Each unit is inspected for safety and decency prior to lease signing, and clients are supported in securing leases that confer full tenancy rights. Our FCS program provides housing navigation and tenancy support services that prioritize independent living in community-integrated settings. Similarly, our GOSH program supports individuals exiting institutions with intensive tenancy services, ensuring placement in scattered site units that promote autonomy and recovery. All housing placements are documented through individualized housing assessments and service plans, which include client preferences, barriers, and goals. These documents are reviewed regularly to ensure alignment with client needs and program standards. ODAT Services is committed to delivering high-impact, cost-effective services that respect client autonomy, promote housing stability, and uphold fair employment practices. Our scattered site housing model ensures that clients live independently in community-integrated settings, consistent with the goals of this contract.	

6	**BIDDER's SOLUTION AND PROPOSED APPROACH (TECHNICAL RESPONSE)**	MAXIMUM TOTAL POINTS
A	Please identify where contracted units will be located in Washington, specifically the city, county and area/neighborhood you intend to provide housing. In addition, please provide a timeline when units will be in service and ready for HCS Global Leasing Referrals, how you will include client choice in your selection of units, and the total number of units you are able to lease within your budget (Section 7 below).	**25**
	ANSWER: Our organization will focus on providing housing for individuals in their counties of need, specifically targeting King, Snohomish, Skagit, and Whatcom Counties. This regional approach ensures that placements are responsive to local demand and community integration goals. We have already demonstrated proof of concept through successful implementation of housing placements and coordination with referral partners, validating our operational readiness and service model. We are committed to honoring client choice by offering a range of housing types and allowing clients to select units and household composition preferences without losing eligibility. Based on our projected budget of $214,90 and the volume of referrals anticipated from the DSHS HCA team, we estimate the ability to lease up to 15-20 units, prioritizing cost-effective strategies to maximize availability across the four counties.	

B	Please describe your tenant selection plan for an HCS Global Leasing Client Referral, including any reasons you would deny tenancy to an HCS referred client, and any internal policies or protocols designed to help individuals with disabilities integrate into the community via housing access.	**50**
	ANSWER: Our tenant selection plan for HCS Global Leasing Client Referrals is grounded in principles of equity, accessibility, and community integration. We review referrals from the DSHS HCA team on a case-by-case basis in coordination with the client's care team, with a goal of not turning away any referrals. Our role is not to provide direct services to clients, but to maintain strong relationships with housing providers and collaborate with care teams to ensure each referral is supported appropriately throughout the leasing process. Our application process is intentionally low-barrier to ensure access for individuals who have historically been hard to house, including those experiencing homelessness, housing instability, or multiple barriers such as disabilities and substance use disorders. We emphasize tenant choice, allowing individuals to select housing that aligns with their preferences and needs. Denial of tenancy is rare and would only occur under specific circumstances such as failure to meet basic lease requirements (e.g., documented history of violent behavior that poses a safety risk to others), inability to comply with lease terms despite reasonable accommodations, or substantiated safety concerns for the broader community or staff operating within the housing environment. These decisions are made in accordance with fair housing laws and are documented thoroughly to ensure transparency and accountability. Our internal protocols are informed by the Housing First model and aligned with GOSH supportive housing policies, which prioritize immediate access to housing without preconditions and emphasize stability, autonomy, and dignity. While we do not provide direct services, we work closely with care teams to ensure clients receive the accommodations and support necessary to maintain housing stability. This includes coordinating with providers around reasonable accommodations, crisis planning, and housing support strategies that reflect trauma-informed and client-driven approaches. This framework ensures that tenancy decisions are fair, collaborative, and aligned with our mission to foster long-term housing stability and community inclusion for all referred clients.	
C	Please describe how you will support landlords in leveraging the Department of Commerce's Landlord Mitigation Fund, and the communication plan your firm uses to maintain business relationships with community landlords.	**25**
	ANSWER: Our organization actively supports landlords in accessing the Washington State Department of Commerce's Landlord Mitigation Fund by providing clear guidance on eligibility, documentation, and reimbursement processes. We educate landlords on how the fund can be used to cover costs such as unit repairs, damages during tenancy, vacancy	

	payments, and general liability insurance—expenses not typically covered by standard housing subsidies. To streamline the process and reduce administrative burden, we can file Landlord Mitigation Fund requests on behalf of our housing partners, ensuring timely and accurate submissions that help mitigate financial risk and encourage continued participation in the Global Leasing program. To further strengthen our landlord engagement efforts, we have recently hired a Housing Partnerships Manager dedicated to supporting and expanding our network of housing providers. This role focuses on proactive outreach, relationship-building, and ensuring landlords have a consistent point of contact for questions, concerns, and collaboration. Our communication strategy with landlords is proactive and relationship driven. We maintain regular contact through email, phone, and in-person meetings, and we participate in community forums such as the monthly Recovery Housing Landlord Coalition Meeting. By fostering constructive, transparent relationships and offering risk mitigation tools, we aim to create a stable and mutually beneficial environment for both landlords and tenants. This approach not only supports housing retention but also expands the network of willing housing providers across King, Snohomish, Skagit, and Whatcom counties.	

7	**BIDDER'S PROPOSED PRICING (QUOTATION OR COST RESPONSE)**	MAXIMUM TOTAL POINTS
A	Using the budget template below, please identify all allocated costs, together with the total charges Bidder is willing to accept in consideration of the full performance of the Contract.	**25**

ANSWER: ALLOCATED COST DETAIL AND TOTAL CHARGES (October 1, 2025 – September 30, 2026):

Description of Budget Item	**Costs**
Per Unit Cost	$7,000.00 ($105,000 Total)
Staff*	$57,600.00
Equipment	$0.00
Travel	$3,000.00
Repairs, Maint, Incentives	$25,000.00
Insurance	$4800.00
Total	**$195,400.00**
Admin: 10%	**$19,540.00**
Grand Total	**$214,940**

***Staff working on this project**
Salaries & Benefits

Position	# of Emps	Annual Salary	FTE for Contract	Total Salary from Contract	Benefits	Salary + Benefits*	Mileage
Program Director	1	$150,000	.15	$22,500	$3000	$25,500	
Housing Partnerships Manager	1	70000	.33	$23,100	$5000	$28,100	
NSPIRE Inspector	1	$76,000	.05	$4000	$0	$4000	
Total							

B	Please fully describe any assumptions Bidder has made that affect its proposed total charges, if those assumptions are not explicitly addressed in Attachment A, Sample Contract.	NOT SCORED
	ANSWER: Our proposed total charges are based on several key assumptions not explicitly addressed in Attachment A, Sample Contract. First, we assume that unit lease rates will not exceed 120% of the area Fair Market Rate for third-party owned units and 110% for contractor-owned units, as outlined in the contract's Global Leasing provisions Second, we anticipate that the volume of referrals from the HCA team will align with our projected capacity to lease up to 15 units, which directly impacts staffing, administrative costs, and risk mitigation fund utilization. Third, we assume that the Department of Commerce's Landlord Mitigation Fund will remain available and accessible throughout the contract term, and that we will be permitted to file claims on behalf of housing partners to streamline reimbursement processes. Lastly, we assume that all required inspections (NSPIRE or HHS) and lease approvals will be completed within the 90-day lease-up window, allowing us to maintain the minimum 70% occupancy rate required by the contract.	
C	Bidder should also propose a schedule of payments corresponding to its charges for successfully performing the tasks necessary to accomplish identified milestones corresponding to project objectives and performance measures within each phase. Bidders are required to collect and pay Washington State sales tax, if applicable.	NOT SCORED
	ANSWER: We propose a milestone-based payment schedule aligned with the successful completion of key deliverables and performance measures outlined in the contract. Payments will be requested monthly using the State Form A-19 Invoice Voucher, and will correspond to the following milestones: • Onboarding Completion: Payment upon documentation of staff participation in the Global Leasing onboarding series. • Monthly Reporting: Payment for each month in which a complete and accurate report is submitted detailing unit status, tenancy costs, and mitigation fund activity. • Risk Mitigation and Landlord Support: Payment for activities related to landlord engagement, including filing mitigation fund claims and coordinating repairs or inspections. All payments will include applicable Washington State sales tax, and we will ensure compliance with all invoicing and documentation requirements as specified in the contract	

Special Terms and Conditions

Exhibit D – Program Budget

Description of Budget Item	Costs
Per Unit Cost	$7,500.00 ($150,000 Total 20 units)
Staff*	$ 64,900.00
Equipment	$0.00
Travel	$ 3,000.00
Repairs, Maint, Marketing, Other Leasing Costs	$ 50,000.00
Insurance	$4,800.00
Total	**$ 272,700.00**
Admin: 10% of Monthly Expenses	**$ 27,270.00**
Grand Total	**$ 299,970.00**

***Staff working on this project**
Salaries & Benefits

Position	# of Emps	Annual Salary	Total Salary from Contract	Benefits	Salary + Benefits*	Mileage
Program Director	1	$ 180,000.00	$ 27,000.00	$3000	$ 30,000.00	
Housing Partnerships Manager	1	$70,000.00	$23,100	$ 6,000.00	$ 29,100.00	$ 1,800.00
NSPIRE Inspector	1	$76,000	$4000	$0	$ 4,000.00	