



## CLIENT SERVICE CONTRACT

DSHS Contract Number:  
 Click here to enter text.  
 Resulting From Solicitation Number:  
 Click here to enter text.

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number:  
 Click here to enter text.  
 Contractor Contract Number:

CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA) Click here to enter text.	
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) Click here to enter text.	DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX Click here to enter text.	CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Click here to enter text.	DSHS DIVISION Click here to enter text.	DSHS CONTRACT CODE Click here to enter text.	
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.		CFDA NUMBER(S) Click here to enter text.	
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.	CONTRACT MAXIMUM AMOUNT Click here to enter text.	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:          Exhibits (specify):     Exhibit A – Data Security Requirements</b>			
CONTRACTOR SIGNATURE  Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE  Click here to enter text.		PRINTED NAME AND TITLE  , Contracts Officer DSHS/ESA-Community Services Division	DATE SIGNED

## 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/>.

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- 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

## DSHS General Terms and Conditions

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.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. 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 does not comply 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.

## 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

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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.

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- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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;

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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.

### 16. **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 subsection, "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.

17. **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 – Client Service Contracts:**

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

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- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS 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
- 24. 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.
  - e. 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.



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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.

- 25. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior 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, unless an exception to including a particular term or terms has been approved in advance by the CCLS Chief. 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.
- 26. 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 Catalog of Federal Domestic Assistance (CFDA) 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 \$750,000 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:

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- (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.

**27. 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. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

**28. 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 pursuant to the section entitled Health and Safety of this Contract;
- 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.

**29. 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.

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- 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.

**30. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

**31. 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.

**32. 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.

**33. 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

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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.

## 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. “90-day Full-time or Part-time Employment Retention” means that client remained employed on the 90<sup>th</sup> day following the earliest date of job placement. As such, the “90-day Employment Retention” is a retention of employment status - not necessarily retention of a job with the same employer. “90-day Employment Retention” is reportable for any unsubsidized employment that pays a minimum wage of the applicable state. “90-day Employment Retention” is verified by the required documentation.
  - b. “90-day Employment Retention Rate” means a total **unduplicated** number of participants who were working on the 90<sup>th</sup> day since they first got placed, divided by the **unduplicated** number of participants who Entered Employment during the State Fiscal Year (SFY).
  - c. “Active Employment Caseload” means **unduplicated** number of participants who were receiving Job Search services at any point in time during the SFY. Clients are considered active when they have an open component with monthly documentation.
  - d. “Afghan Humanitarian Parolee or AHP” means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, between July 31, 2021 and September 30, 2023, or current ORR guidelines if expanded, and who are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees. The date of eligibility for the Afghan Humanitarian Parolee (AHP) population is October 1, 2021, or their date of entry into the community, whichever is later. The AHP population is eligible for ORR benefits and services until September 30, 2023 or the end of the individual’s parole term, whichever is later, unless amended by law or the individual gains another ORR-eligible category or status. Benefits and eligibility documentation of this status is available at [ORR Letter on Benefits for Afghan Humanitarian Parolees](#).
  - e. “ASA” means the Afghanistan Supplemental Appropriations Act, 2022, and the Additional Afghanistan Supplemental Appropriations Act, 2022, in which Congress authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations, in response to their emergency evacuation and resettlement. Additional information about the ASA-eligible populations can be found at [ORR Policy Letter 22-01](#). The following Afghan populations are eligible for ASA-funded benefits and services under ORR guidelines. Additional individuals may be eligible if ORR guidelines or eligibility dates are expanded.
    - (1) Citizens or nationals of Afghanistan (including unaccompanied minors) paroled into the United States between July 31, 2021 and September 30, 2023. This group includes unaccompanied minors.
    - (2) A spouse or child of any individual described above in number one, who is paroled into the United States after September 30, 2023.
    - (3) A parent or legal guardian of any individual described above in number one, who is determined to be an unaccompanied child, who is paroled into the United States after September 30, 2023.

- (4) Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g. Special Immigrant Visa holders, Special Immigrant with Conditional Permanent Resident status, SI/SQ parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021.
- f. “Afghan Special Immigrants” means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- g. “Amerasians” means an individual born in Vietnam after January 1, 1962 and before January 1, 1976 who was fathered by a US Citizen.
- h. “Asylee” means an individual who is physically present in the US or at a border or port of entry and who has been granted political asylum by the US Attorney General. An applicant for political asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.
- d. “AUSAA” means the Additional Ukraine Supplemental Appropriations Act of 2022 (AUSAA) appropriated to ORR to provide benefits and services to support specific Ukrainian and non-Ukrainian individuals as delineated in [ORR Policy Letter 22-13, Ukrainian Humanitarian Parolees Eligible for ORR Benefits and Services](#). Additional individuals may be eligible if ORR guidelines or eligibility dates are expanded. The following populations are eligible for AUSAA-funded services:
- (1) Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023;
  - (2) Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023;
  - (3) A spouse or child of an individual described in number one or number two (listed above) who is paroled into the U.S. after September 30, 2023, or
  - (4) A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or unaccompanied child described in number one or number two (listed above) who is paroled into the U.S. after September 30, 2023.
- i. “Authorization of Release of Information form” means a Contractor’s form signed by the participant giving the Contractor permission to share participant’s personal information with third party providers as it relates to contracted services.
- j. “Business day” means any day Monday through Friday, excluding state holidays.
- k. “Calendar day” means all days in a calendar year.
- l. “Caseload” means all participants who are receiving services provided by the Contractor.
- m. “Caseload Review” means a formal process of reviewing the Active Employment

Caseload to find out objective reasons beyond Contractor's control that made it impossible to reach the Performance Goals set forth in Section 5 b.

- n. "Consent form" means the [DSHS 14-012](#) Consent form signed by the participant giving the Contractor and DSHS permission to share participant's personal information as it relates to contracted services.
- o. "Core Activity" means a WorkFirst activity that is countable toward federal TANF participation rate. TANF parents must be in a twenty (20) hours per week core activity to have any non-core activities counted toward the total federal participation rate.
- p. "CSO" means a local DSHS Community Services Office.
- q. "Cuban/Haitian Entrant" means a national of Cuba or Haiti who was paroled into the US or was paroled for criminal prosecution or to give testimony, or has a pending case, or applied for asylum status.
- r. "Customized Job Skills Training (CJST)" means a pre-employment training lasting eight (8) to twenty-two (22) weeks that is customized for specific employers or tied to a specific industry. CJST must include industry-specific technical training and be tied to jobs with good labor market demand.
- s. "Data" means any Personal Information, and/or other information accessed and gained while providing services in accordance with this Contract.
- t. "DSHS Contact" means the DSHS Contact listed on page one (1) of this Contract and or their designee.
- u. "eJAS" means the DSHS automated case management tool for individuals and families participating in employment and training programs.
- v. "Eligible Immigration Status" for the purpose of this contract means refugees, asylees, victims of human trafficking, Amerasians, Cuban-Haitian entrants, Iraqi and Afghani Special Immigrants, recipients of the Afghan Supplemental Appropriations Act of 2022, and recipients of the Additional Ukraine Supplemental Appropriations Act of 2022.
- w. "Entered Employment" means placing a participant into job. Entered Employment does not set a minimum number of days a participant has to work to count toward Entered Employment Rate.
- x. "Entered Employment Rate" means a total **unduplicated** number of participants who were placed into jobs, divided by **unduplicated** number of participants in the Active Employment Caseload.
- y. "ESL" means English as a Second Language.
- e. "Equity and Inclusion" means the importance of advancing equity consistent with the Executive Order on Advancing Racial Equity and Support for Underserved Communities ([EO 13985](#)). ORR urges an equity lens is used when developing new



programming, reviewing existing programming, and eliminating barriers that may prevent the full participation of some groups. Intentional programming, unless otherwise specified, should meet the needs of all populations regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s). ORR urges inclusive practices through purposeful collaboration and engagement with ethnic communities to inform service design and delivery.

- z. “Excused absence” means that TANF participant has a good reason not to participate in WorkFirst activities due to significant problems or events outside of his/her control.
  - (1) To utilize excused hours, the provider must:
    - (a) Have a set schedule noted in their ORIA Pathway Plan.
    - (b) Note any excused hours within the client notes.
- aa. “Family Self-Sufficiency Plan (FSSP)” is a plan that addresses the employment-related service needs of the employable members in a family for the purpose of enabling the family to become self-supporting through employment of one or more family members. Additional information on implementation of the FSSP is available at [ORR Policy Letter 21-06](#)
- bb. “FLSA maximum hours” means the Fair Labor Standards Act maximum allowable hours, calculated based on the participant’s grant and food stamp benefits divided by the state minimum wage.
- cc. “Full-time Unsubsidized Employment” means working thirty-two (32) or more hours a week.
- dd. “Iraqi Special Immigrant” means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- ee. “Job Skills Training” is a short-term training that lasts up to seven (7) weeks and enhances participant’s employability by providing instructions and teaching specific skills that are marketable to employers.
- ff. “LEP” means Limited English Proficient.
- gg. “LEP Pathway” means services, which use a blended approach that combines ESL with job search, work, and/or work-like activities to increase participant’s employability.
- hh. “LGBTQI+” means Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex, with the “+” representing those who are part of the community, but for whom LGBTQI does not accurately capture or reflect their identity. Additional information on serving LGBTQI ORR-eligible populations is available at [ORR Policy Letter 22-14](#).
- ii. “Non-core Activity” means a WorkFirst activity that is only countable toward the federal TANF participation rate once core activity requirements are met.

- jj. "Nondisclosure form" means the DSHS 03-374E ESA Nondisclosure of Confidential Information Agreement – Non Employee' form signed by Contractor's staff giving the Contractor's staff permission to access confidential and personal information from DSHS as it relates to contracted services.
- kk. "ORIA" means the DSHS Office of Refugee and Immigrant Assistance within the Community Services Division.
- ll. "Part-time Unsubsidized Employment" means working less than thirty-two (32) hours a week.
- mm. "Participant" means a DSHS client or eligible immigration status refugee enrolled in CLEVER services.
- nn. "RCA" means Refugee Cash Assistance, a federally funded program that provides monthly cash, food and medical assistance for up to twelve (12) months from the date of arrival to single individuals or childless couples who entered the US with refugee status and meet program income and resource requirements. RCA recipients also get medical assistance.
- oo. "Refugee" means a person who is unable to return to his/her home country because of persecution, or a well-founded fear of persecution due to his/her race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term "refugee" also refers to asylees, victims of human trafficking, Amerasians, Cuban-Haitian entrants, and Iraqi and Afghani Special Immigrants.
- pp. "Stacking activities" means engaging a TANF parent in more than one (1) WorkFirst activity in order to maximize DSHS's ability to meet federal participation requirements while increasing the TANF parent's employability.
- qq. "Support Services" means goods and service purchased for CLEVER clients that can support them towards career re-entry such as books, degree evaluations, certificate courses, etc.
- rr. "TANF" means Temporary Assistance for Needy Families.
- ss. "Ukrainian Humanitarian Parolee or UHP" means a citizen or national of Ukraine who was paroled into the United States between February 24, 2022 and September 30, 2023 due to urgent humanitarian reasons, or non-Ukrainian individuals who last habitually resided in Ukraine and who were paroled into the US within the same timeframe. Additional details for Ukrainian Humanitarian Parolees may be referenced in [ORR Policy Letter 22-13](#). The initial date of eligibility for UHPs and other non-Ukrainian individuals displaced from Ukraine for ORR benefits and services is May 21, 2022, or the individual's date of humanitarian parole, whichever is later. If an individual from either of these populations was paroled and entered the United States between February 24, 2022, and May 21, 2022, their date of eligibility is May 21, 2022. If they entered the United States after May 21, 2022, their date of eligibility is their date of humanitarian parole.
- tt. "Unexcused absence" means that TANF participant does not have a good reason for

not participating in WorkFirst activities.

- uu. "Victim of Human Trafficking" means a person, who has been trafficked into the US and forced into the international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment. Victims of Trafficking must have an approved T visa or US Department of Health and Human Services providers letter of certification or eligibility.
- vv. "Work Experience (WEX)" means a structured unpaid work activity, which offers an opportunity for participants to practice or expand their work skills in a supportive and flexible work environment in a public or nonprofit organization.
- ww. "WorkFirst Participation Rate" means the federal rate set for states that require individuals to participate in full-time work or work-related activities. To meet the rate, states must have a percentage of TANF participants in the required number of hours of countable activities each month. Federal rules reduce funding for states that fail to meet their rates.
- xx. "WorkFirst Program" means Washington State's TANF program. It provides cash grants, medical assistance, welfare-to-work services, and work supports (including subsidized childcare through the Working Connections Child Care (WCCC) program) to eligible low-income families. The program is designed to help parents with dependent children to prepare for and go to work.
- yy. "Worksite" means the place of business where the participant is assigned to learn new skills or gain work experience.

## 2. Incorporated by Reference.

The following documents are incorporated by reference into this Contract:

- a. For services to refugees in the U.S. five (5) years or less, the federal Office of Refugee Resettlement's lists of criteria for appropriate employability services and employment as stated in Title 45 Public Welfare, Code of Federal Regulations, Part 400, Section 81 (45 CFR §400.81). For the latest revision of 45 CFR §400.81, Contractor shall check [https://www.ecfr.gov/cgi-bin/text-idx?SID=486c4da4bd645fcfc29cf19591d1028c&mc=true&node=pt45.2.400&rgn=div5#se45.2.400\\_181](https://www.ecfr.gov/cgi-bin/text-idx?SID=486c4da4bd645fcfc29cf19591d1028c&mc=true&node=pt45.2.400&rgn=div5#se45.2.400_181)
- b. The WorkFirst Hand Book (WF HB) provides detailed information on the WorkFirst program in regards to procedures and definitions related to TANF participants. For the latest revision of the WF HB the Contractor shall check <https://www.dshs.wa.gov/esa/manuals/workfirst-handbook>
- c. DSHS 14-012(X) Consent form available in 59 languages at [https://www.dshs.wa.gov/fsa/forms?field\\_number\\_value=14-012&title=&=Apply](https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply)

DSHS 03-374E ESA Nondisclosure of Confidential Information Agreement – Non Employee Form available at [https://www.dshs.wa.gov/office-of-the-secretary/forms?field\\_number\\_value=03-374e&title=&=Apply](https://www.dshs.wa.gov/office-of-the-secretary/forms?field_number_value=03-374e&title=&=Apply)

**3. Purpose.**

The purpose of this Contract is to assist ORR eligible clients to find employment or move toward employment in their former career field by engaging in career coaching, re-credentialing, upskilling and other employment barrier reduction activities.

**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 described in this Contract and the attached Exhibit(s).

**5. Performance Outcome Goals.**

- a. At the end of the State Fiscal Year ORIA will assess the Contractor’s performance based on Entered Employment and 90-day Employment Retention rates.
- b. ORIA and the Contractor agreed on the following Performance Goals:
  - (1) Performance Payment One: Entered Employment Rate – 50% out of all participants who were served with job search.
  - (2) Performance Payment Two: 90-Day Employment Retention Rate – 50% out of all participants who were placed into jobs.

**6. Consideration.**

**a. Contract Maximum Amount**

The total amount payable to the Contractor shall not exceed the Contract Maximum Amount shown on page one (1) and as follows:

Base Payment Amount (80% of budget)	\$76,000
Performance Payment One	\$9,500
Performance Payment Two	\$9,500
Support Services	\$20,00
<b>Total Contract Maximum Amount:</b>	<b>\$115,000</b>

**b. Base payment.**

- (1) DSHS shall divide the Base Payment Amount into twelve (12) monthly installments and pay for services provided by the Contractor upon receipt and approval of the agreed upon tracking document.
- (2) DSHS may adjust the last month’s Base payment to stay within the Contract

Maximum Amount.

- (3) The Contractor agrees that DSHS shall make the Base payment only if the total number of participants served during the reporting month is **5** or more.

**c. Performance Outcome payment.**

- (1) If the Contractor reached the Performance Goal set forth in Section 5 b (1), DSHS shall make a one-time Entered Employment Performance Outcome payment upon receipt and approval of the June invoice through the agreed upon document.

- (a) DSHS agrees to pay the above Entered Employment Performance Outcome payment if the Contractor reached ninety-five percent (95%) of the goal.

- (2) If the Contractor reached the Performance Goal set forth in Section 5 b (2), DSHS shall make a one-time 90-day Employment Retention Performance Outcome payment upon receipt and approval of the June Invoice.

- (a) DSHS agrees to pay the above 90-day Employment Retention Performance Outcome payment if the Contractor reached ninety-five percent (95%) of the goal.

- (3) If the Contractor did not reach any (or both) of the Performance Outcome Goals set forth in the section 5 b. and believes it was caused by the data error, the Contractor may submit a formal request to the Program Manager via e-mail, asking for the Active Employment Caseload Review. If the Active Employment Caseload Review findings substantiate the Contractor's claim, ORIA shall adjust the Active Employment Caseload to reflect an accurate number of participants who were receiving Job Search services throughout the State Fiscal Year.

**d. Support Service Reimbursement.**

DSHS shall reimburse up to the maximum of **\$15,000** support services provided to CLEVER Pathway participants.

**7. Support Services.**

Support services must be aligned with career goals and/or educational recredentialing.

**8. Provision of Services.**

The Contractor shall ensure consistent availability of services throughout the term of this Contract.

**9. Duplication of Services.**

The Contractor shall ensure that work to be performed does not duplicate services charged to the State of Washington or any other funding source under any other contract or agreement with the Contractor.

**10. Billing and Payment.**

**a. Invoice System.**

- (1) All invoices must be submitted either through secure email or through the MFT system to ensure client confidentiality during the invoice process.
- (2) The Contractor must use a State Form A19-1A Invoice Voucher when submitting invoices.
  - (a) The Contractor shall submit one (1) invoice for each month. Invoices must be received by ORIA no later than thirty (30) calendar days after the last day of each month.
- (3) Each Invoice Voucher submitted for payment must be accompanied by:
  - (a) A completed Contract Summary Report (CSR), format provided by DSHS.
    - i. The Invoice Report shall not be modified in any way by the contractor.
  - (b) Any other additional backup documentation requested by the ORIA program manager that provides clarification or gives details regarding the A19-1A Invoice Voucher and CSR submitted for payment.
- (4) For June Invoice the Contractor shall provide two invoice documents with the dates as follows:
  - (a) For the June monthly report - use 6/1/2025 - 6/30/2025 as start/end dates
  - (b) For the Annual report to show the attainment of Performance Measures – use 7/1/2024 - 6/30/2025 as start/end dates
  - (c) The Contractor shall submit the above mentioned two (2) reports regardless of whether the annual goal has or has not been achieved.

**b. Payment.**

- (1) Payment shall be considered timely if made by DSHS within thirty (30) calendar days after receipt and acceptance of properly completed billing documents.
- (2) Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract.
- (3) DSHS 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.

**11. Child Abuse and Health and Safety Concerns.**

In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at **1-866-END HARM**.

**12. Contractor Information.**

The Contractor shall forward to DSHS within ten (10) business days any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status, and names of current state employees employed by the Contractor.

**13. Contract Extensions.**

DSHS may make subsequent Contract awards or extensions at DSHS' sole discretion. DSHS will base such future awards or extensions on the Contractor's ability to achieve annual outcome goals, to comply with the terms and conditions of this Contract, and to meet the requirements of the statement(s) of work.

**14. Contract Suspension.** DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter, which DSHS determines may adversely affect the delivery of services provided under this contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.

**15. Culturally Relevant Services**

The Contractor shall ensure all services are provided in the cultural context of the participant and/or participant's family.

**16. Data Sharing.**

DSHS and the Contractor will agree upon a tracking document for invoices throughout the year.

a. Purpose:

(1) Activity for which the Data is needed:

To provide CLEVER services to clients.

(2) How Data Recipient will use Data:

To accept DSHS referrals to provide CLEVER services to eligible DSHS clients and to provide to DSHS the documentation required for client participation.

b. Description of Data.

(1) Data elements.

Client's personal data including but not limited to:

(a) Date of Birth.

- (b) Social Security Number.
- (c) Address.
- (d) Household composition.
- (e) Employer and wage information.

(2) Time frame(s) for Data disclosure or exchange:

Duration of Contract.

(3) Conditions under which, if any, that Data disclosed or exchanged can be linked to other data:

Non-applicable.

(4) Method.

The Contractor shall access eJAS through on-line personal computers attached to a Local Area Network (LAN) or dial-up connection on a secured Internet connection. All transactions shall be secured through the Washington State Fortress server.

(5) Frequency of Exchange.

Daily access.

c. 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.

d. Security of Data.

(1) Data Protection. The Data Recipient shall exercise due care to protect Data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards, and procedures which detail:

- (a) Access security, identification, and authentication.
- (b) Network and workstation security.
- (c) Premise security; and
- (d) Sanctions for unauthorized use or disclosure of Data

(2) Data Disposition.

The Data provided will remain the property of the Data Provider and will be



promptly destroyed by the Data Recipient, or returned to the Data Provider, when the work for which the Data was required, as fully described herein, is completed. This includes removal of the Data from hard drives upon which the Data may have been stored, in a way that prevents the Data from being retrieved (such as by using a “wipe” utility).

e. Confidentiality and Nondisclosure:

- (1) The Data Recipient may use Personal Information and other information or Data gained by reason of this Contract only for the purposes of this Contract.
- (2) The Data Recipient shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains.
  - (a) The Contractor shall use an Authorization to Release Information form and file the signed release form in each participant’s file.
  - (b) The Data Recipient shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract. Further, the Data Recipient shall not link the Data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS.
- (3) 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.
- (4) 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.

f. Portable Devices or Media

- (1) The Contractor must obtain written permission from the DSHS Contact prior to using portable devices or portable media for purposes related to providing services under this Contract.
- (2) The Contractor shall provide DSHS with information about the type of portable devices or portable media that will be used.
- (3) The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.

- (4) The Contractor shall provide training about the Exhibit A, Data Security Requirements to all of their staff that will be using portable devices or portable media that contain DSHS Data.
- (5) The Contractor shall keep a copy of the training materials, a record which contains the dates of the training and the names of the staff who attended the training.
- (6) The Contractor shall keep the following records about their use of portable devices or media:
  - (a) Type of portable devices or portable media used.
  - (b) Serial Numbers
  - (c) Proof of encryption of DSHS Data
  - (d) Check-in and check-out system which identifies which of the Contractors staff is using the portable devices or media that contains DSHS Data
- (7) The Contractor must have a process in place that will ensure that they on a weekly basis download all DSHS Data from portable device or portable media to a secure storage method as described in Exhibit A, Data Security Requirements.
- (8) The Contractor shall keep a record of dates of the weekly storage download and the storage method.
- (9) The Contractor shall upon the request of DSHS make the records required in this section available to DSHS.
- (10) When emailing or sharing identifying information about a client, the contractor must use secure or encrypted email or the MFT system for sharing documents. Identifying information includes but is not limited to:
  - (a) First name, last name
  - (b) Date of Birth
  - (c) Initials
  - (d) Alien number
  - (e) Social Security Number

## **17. Dispute Resolution.**

Either party may submit a request for resolution of a contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the

issue in dispute.

DSHS/Community Services Division  
Attn: CSD Contracts Unit  
P.O. Box 45470  
Olympia, WA 98504-5470

**18. Exceptions to DSHS Policy.**

- a. The Contractor shall submit to the DSHS Contact, a prior written request for any exceptions to DSHS policy.
- b. The DSHS Contact shall provide the Contractor with a written confirmation of the request status (approved, denied, or pending) within five (5) business days of its receipt. The DSHS Contact shall include justification for any denial and approval.

**19. Fraud Reporting.**

The Contractor shall report any knowledge of welfare fraud to DSHS by calling **1-800-562-6906** or on-line at: [How do I report Welfare Fraud in Washington State? | DSHS](#).

**20. 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 \$1,000,000 per occurrence and \$2,000,000 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 \$1,000,000 per occurrence; and \$2,000,000 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 \$1,000,000 per occurrence; and \$2,000,000 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 \$1,000,000 per occurrence; and \$2,000,000 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.

**21. Interpretation and Translation Services.**

The Contractor shall provide interpretation and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit(s) of this Contract.

**22. Participant Referrals.**

DSHS, at its sole discretion, shall refer participants to the Contractor on an as-needed basis, and does not guarantee any participants shall be referred to the Contractor during the period of this Contract. DSHS reserves the right to withdraw any participant(s) referred to the Contractor.

**23. Program Training.**

The Contractor shall ensure that key employees who provide services under this Contract participate in ORIA program training as requested by DSHS, and in turn train all staff who provide services through the Contract.

**24. Reduction of Funds.**

a. Funding for this Contract is based upon the Contractor's ability to:

(1) Achieve its annual Performance Outcome goal(s),

(2) Comply with the terms and conditions of this Contract, and

- (3) Meet the requirements of the statement(s) of work.
- b. If the Contractor fails to comply with the administrative requirements of this Contract which include, but are not limited to the following; complete and timely submission of reports and invoices and adequate record keeping:
  - (1) DSHS shall notify the Contractor and provide technical assistance and best practice ideas to assist the Contractor in becoming compliant with the administrative requirements of this Contract.
  - (2) If the Contractor fails to comply with the administrative requirements of this Contract for two (2) consecutive months:
    - (a) DSHS shall notify the Contractor.
    - (b) The Contractor will be required to develop a written corrective action plan.
    - (c) The Contractor shall submit the corrective action plan to the DSHS Contact within ten (10) business days for approval.
  - (3) If the Contractor fails to comply with all the terms of the corrective action plan:
    - (a) DSHS shall reduce the Maximum Contract Amount of this Contract by two percent (2%).
    - (b) DSHS shall reduce the Maximum Contract Amount of this Contract by an additional three percent (3%) if the Contractor fails to comply with the terms of a second corrective action.

**25. Subcontracting.**

In addition to the requirements of Section 25 of the General Terms and Conditions of this Contract, entitled Subcontracting, the Contractor shall:

- a. Submit requests to subcontract to the DSHS Contact along with the proposed subcontractors' qualifications prior to entering into an agreement with a subcontractor; and
- b. Submit to the DSHS Contact copies of any subcontracts the Contractor enters into within ten (10) business days of the date of execution, along with a plan for monitoring the subcontractors at least once during the term of the subcontract; and
- c. Submit copies of monitoring reports to the DSHS Contact within thirty (30) calendar days of the monitoring visit.

**26. Contract Monitoring.**

DSHS shall monitor the Contractor for compliance with the terms and condition of this Contract and provide technical assistance upon request or when necessary to assist with contract compliance. The method of monitoring may include the following:

- a. Site Visits.

- (1) The CLEVER Pathway Program Manager or authorized designee shall perform site visits as determined to be necessary by DSHS.
  - (2) The Contractor shall be present for site visits, which shall be scheduled during regular business hours.
  - (3) Site visits shall be conducted with prior notification to the Contractor, and may include, but is not limited, to the review of the following:
    - (a) License and certification, if applicable
    - (b) Confidentiality policy and process, including required consent, release of information and nondisclosure forms
    - (c) Data Sharing and Data Security
    - (d) Insurance
    - (e) Individual participant files
    - (f) Service documentation and verification
    - (g) Billing process
    - (h) Subcontracting if applicable.
    - (i) Support Services records, if applicable.
    - (j) Desk audits
- b. Request for random documentation verifying services and Outcome Goals
  - c. Observation of class, training and/or workshop if applicable
  - d. Participant interviews if applicable.



## 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 (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
  - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
  - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
  - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
  - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://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.

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- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
  - j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
  - k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
  - l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
  - m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
  - n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
  - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:

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- 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.

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- 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

## Special Terms and Conditions

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:

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- (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.

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- (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,

## Special Terms and Conditions

(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:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
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](mailto: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 subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.



## **Exhibit B**

### **Career Laddering for Educated and/or Vocationally Experienced Refugees (CLEVER) Employment Services Statement of Work**

#### **1. Purpose**

The purpose of this contract is to assist highly educated and/or vocationally skilled refugees to re-enter their profession in the U.S. The Contractor will provide job preparation, job placement and retention services that lead towards careers in participant's respective fields.

This contract was agreed upon with a goal number of 70 clients served.

#### **2. Participant Eligibility for Direct Client Services**

The Contractor shall provide services to Washington State residents to include:

- a. Adults in the US for less than sixty (60) months, who have not naturalized as a US citizen and have current or entry status of a refugee, asylee, victim of human trafficking, Amerasian, Cuban-Haitian entrant, special immigrants and family members from Iraq or Afghanistan, certain Afghan and Ukrainian Humanitarian Parolees.
- b. For victims of human trafficking, time in the US is based on the date status is certified/approved by the Office of Refugee Resettlement.
- c. For asylees, time in the U.S. is based on the approval date of the asylum petition.

#### **3. Staffing**

- a. The Contractor will dedicate the services of up to 1.0 FTE to this program.
- b. Ensure all employees accessing the EJAS system sign a DSHS Agreement on Nondisclosure of Confidential Information form. This form must be emailed to the ORIA Program Manager within thirty (30) days of the contract start date.
- c. Meet with Core Partners at least once per month to discuss agency activities and service delivery, strategies for addressing the needs of program participants, share best practices and information about employer networks and the labor market, changes to educational and professional requirements, and plans for ongoing services.

#### **4. Contractor Responsibilities**

##### **a. Career Counseling Case Management**

The Contractor will provide the following direct services to address the employment needs of program participants:

- (1) Outreach to potential participants about the program;

- (2) Engage with community and business sectors to market the program and develop professional contacts for participants;
- (3) Provide education and training to a large body of program participants through workshops on topics covering the following areas: resume and cover letter writing, job search strategies and marketing, culturally appropriate interviewing/presentation skills to secure employment offers.
- (4) Assess participant's skills, experience, employment barriers, labor market value, overall employability and direct marketing of program participants. Assessments will focus on ascertaining transferrable skills to local labor market conditions, preparing clients for employment, refining resumes, and practicing professional communication and interviewing skills.
- (5) Address participants' barriers to employment prior to initiating job search activities.
- (6) Maintain contact with participants on a weekly basis to address employment needs, career plans, job leads and placement strategies.
- (7) Work closely with potential employers, marketing and making hiring recommendations on behalf of participants.
- (8) When appropriate, refer participants to area employment and training programs that can assist them in meeting their vocational goal.
- (9) When appropriate, refer participants to Core Partners for evaluation of credentials and education, orientation on career pathways and/or mentorship opportunities.
  - (a) When referring client to Core Partners, the contractor shall use secure communication and include USCIS documents verifying program eligibility; any other relevant documents including but not limited to:
    - i. Assessment performed by the contractor
    - ii. Career Plan developed by the contractor
    - iii. Current employment status

**b. Labor Market**

The Contractor shall research labor market information related to the participants' professions and skills. Activities include:

- (1) Networking to build employer relations and securing knowledge of opportunities for employment;
- (2) Advising participants of hiring practices by employers in their field;
- (3) When possible, develop work experience opportunities to increase the

participant's experience, qualifications, skills, confidence and employability; and

- (4) Establish and maintain relationships with employers in a broad range of industries to develop job leads for program participants.

**c. Placement into Unsubsidized Employment**

- (1) Using its professional network, the Contractor shall match participants to jobs and/or employers and provide strategic job placement services.
- (2) For newly arrived refugees, placements may be temporary survival jobs. To the extent possible, the Contractor shall assist participants in finding jobs in the industry that matches the participant's profession.
- (3) For participants who are ready to begin careers in their profession, the Contractor shall match them with employers in their respective industry or help build a direct employment pathway to re-entering their profession.
- (4) Once employed, the Contractor shall obtain verification from the employer through the use of an Employment Verification form signed by employer or copy of wage stub(s). The following information is required:
  - (a) Employer Name and Address
  - (b) Contact person and phone number
  - (c) Job Title
  - (d) Start Date
  - (e) Hourly Wage
  - (f) Average hours worked per week
  - (g) Availability of health benefits for participants in full time employment. Benefits should be considered available if provided at placement or within six months regardless of participant's enrollment in health benefits.
- (5) Once placed into employment, the Contractor shall offer ongoing job retention services to include worksite advocacy, job coaching, necessary workplace accommodations including interpretation, worksite conflict resolution, facilitating communication with the CSO, assisting the participant to maintain and retain employment, and advance in position and wage progression, addressing other issues as appropriate.
- (6) The Contractor shall obtain verification of ninety (90) day job retention. Ninety (90) day job retention is verified by the employer signed Employment Verification form or copy of pay stub(s). If neither is available, the Contractor may certify by a staff signature that (90) day job retention information was obtained by contacting the employer or the participant.

**d. Support Services**

- (1) Support Services in this program are available to participants who are not eligible to access Support Services from another funding source. TANF participants are required to contact their local Community Services Office (CSO) for WorkFirst Support Services. If WorkFirst Support Services funding is not available, the Contractor must request Support Service pre-approval from the ORIA Program Manager for TANF participants.
- (2) Contractor shall provide support services in accordance with the Support Services Handbook that is being distributed along with this contract.
- (3) The Contractor shall manage Support Services Funding for all participants being served by Core Partners. Management of this funding includes:
  - (a) Providing instructions to the Core Partners on how to access this funding;
  - (b) Develop a request/approval form for use;
  - (c) Track all support service requests;
  - (d) Require Core Partners to provide receipts and purchase documentation;
  - (e) Maintaining copies of approved requests and receipts documenting the purchase of services and goods
- (4) Copies of approved requests and receipts for the Core Partners may be kept in a separate file.

**e. Completion of required forms**

- (1) Ensure each participant signs the required DSHS 14-012(X) Consent Form, prior to the provision of services under this Contract.
  - (a) If an interpreter or translator is used to explain the form to the participant, the interpreter/translator must sign and date in the "Agency Contact/Witness" box and provide telephone contact information.

**f. Participant's Individual Case Files**

The Contractor shall maintain individual participant's case files that are easily accessible for the purpose of onsite desk audits and monitoring under this contract. Program eligibility, services and activities that require backup and/or support documentation include, but is not limited to the following documents:

- (1) A legible copy of the participant's Permanent Resident Card (I-551, I-94 (arrival document) or other USCIS documentation verifying current immigration status and date of arrival to the U.S.
- (2) DSHS 14-012(X) Consent form in participant's native language signed by the

participant and Contractor;

- (3) A copy of the comprehensive assessment and Career Plan for participants who do not have a JAS ID;
- (4) Case notes documenting attendance and progress for participants who do not have a JAS ID.
- (5) For TANF recipients, current and historical job search logs;
- (6) Support services documentation to include receipts, paid invoices and other relevant verification.
- (7) Documentation and verification of initial job placement and ninety (90) day job retention.

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