



CLIENT SERVICE CONTRACT

DSHS Contract Number:
Resulting From Solicitation Number:

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

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	

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

- Exhibits (specify):** Exhibit A - Data Security Requirements Exhibit B: Insurance Requirements; Exhibit- C Statement of Work; Exhibit D: Performance Outcomes and Contract.

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

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	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/>.

DSHS General Terms and Conditions

- 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. **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 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.

DSHS General Terms and Conditions

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

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

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

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

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

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

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

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

- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. 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.

DSHS General Terms and Conditions

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; 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.

DSHS General Terms and 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.
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

DSHS General Terms and Conditions

finer, 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.

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

DSHS General Terms and Conditions

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:
 - (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.

DSHS General Terms and Conditions

- 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:
- Failed to meet or maintain any requirement for contracting with DSHS;
 - Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;
 - Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - 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:
- The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
 - If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
 - 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.
 - 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.
 - DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
 - 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

DSHS General Terms and Conditions

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 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

DSHS General Terms and Conditions

- 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.

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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. **“Amerasians”** means an individual born in Vietnam after January 1, 1962 and before January 1, 1976 who was fathered by a US Citizen. Eligible Amerasians will have specific coding on their entry documents and legal permanent resident cards.
 - b. **“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.
 - c. **“Business day”** means any day Monday through Friday, excluding state or federal holidays.
 - d. **“Calendar day”** means all days in a given year.
 - e. **“CFR”** means Code of Federation Regulations.
 - f. **“Cuban/Haitian Entrant”** Any individual granted parole status as a Cuban/Haitian entrant or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and any other national of Cuba or Haiti who is not subject to a final, non-appealable and legally enforceable removal order and who meets the following criteria: - is in removal proceedings under the Immigration and Nationality Act (INA); or – has an application for asylum pending with USCIS.
 - g. **“Data”** means any Personal Information or other information accessed or gained while providing services in accordance with this Contract.
 - h. **“DSHS”** means the Washington State Department of Social and Health Services.
 - i. **“Empowerment”** means a process by or through which refugees may gain control of their own lives and become self-autonomous.
 - j. **“Equity and Inclusion”** refers to 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.
 - k. **“Enrolled Client”** means the client has received an intake and is participating in Immigration-Related Legal Services for Refugees.
 - l. **“Family”** means immediate members of an individual’s household, including parent(s) or spouse(s) and children.
 - m. **“Integration”** means a process through which refugees and members of their communities communicate effectively, work together and enrich each other. Through integration, refugees will

Special Terms and Conditions

develop an increased feeling of security, greater sense of belonging and enhanced their abilities to access and use local resources and programs.

- n. **“Lawful Permanent Resident”** means a person who has been granted the legal right to reside in the US as an immigrant by the USCIS. Refugees are eligible to apply for permanent resident status one year after date of entry into the US. As proof of that status, a person is granted a permanent resident card (USCIS I-551), commonly called a “green card”.
- o. **“Mobility”** means the ability to move freely and independently within a refugee’s own community, as well as within the American society, including but not limited to physical, social and economic mobility.
- p. **“ORIA”** means the Office of Refugee and Immigrant Assistance within the DSHS Economic Services Administration, Community Services Division.
- q. **“ORR”** means the federal Office of Refugee Resettlement that administers the national refugee program.
- r. **“Pandemic”** means the Covid-19 or Coronavirus Disease 2019 caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-3). The outbreak was first identified in December 2019.
- s. **“Participant”** means a DSHS client and/or eligible refugee receiving one or more services under the Immigration-Related Legal Services for Refugees program.
- t. **“IRLS”** is an acronym for Immigration-Related Legal Services.
- u. **“Refugee”** means a person who is unable to return to his/her home country because of race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term “refugee” also refers to individuals with any of the following immigration statuses as defined by federal law:

- (1) Refugee;
- (2) Asylee;
- (3) Certified Victim of Human Trafficking;
- (4) Amerasian;
- (5) Cuban-Haitian Entrant (regardless of the date of entry);
- (6) Afghan and Iraqi Special Immigrants Visas (SIVs); and

Updated Guidance from the ORR provided by DSHS to the Contractor may expand participant eligibility.

- v. **“Remote Services”** means providing direct services to participants utilizing alternatives to in-person meetings such as phone calls, emails, verbal consent for signatures and platforms such as Skype, WhatsApp, Zoom, etc.
- w. **“Special Immigrant Visas” or “SIV”** means a federal program that helps citizens from Iraq or Afghanistan to receive a visa to migrate to the United States. Administered under the Defense

Special Terms and Conditions

Authorization Act for Fiscal Year 2008, Public Law 110-181, the program allows Iraqi or Afghan nationals that have been employed by or on behalf of the United States Government and experienced ongoing and serious threat as a consequence of that employment ongoing and serious threat as a consequence of that employment to gain lawful permanent residency. (References: Section 101(a) (27)(c) and section 203(b)(4) of the Act; 8 CFR 204.5 (m).)

- x. **“Victim of Human Trafficking - Certified”** means a person, who has been trafficked into the US and forced into domestic or international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment.
2. **Purpose.** To provide a continuum of community-based limited authorized immigration legal services that assist refugees in gaining Lawful Permanent Resident status, obtaining and renewing Employment Authorization document and expanding knowledge and competencies needed for their immigration status in the United States.
 3. **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).
 4. **Consideration.** The total amount payable to the Contractor for satisfactory performance of work completed under this Contract shall not exceed the Contract Maximum Amount shown on page one (1) of this Contract, and shall be paid in accordance with the amounts set forth in Exhibit B.
 5. **Provision of Services.** The Contractor shall ensure consistent availability of services for the term of this Contract by continually providing services even if quarterly or annual performance outcomes are achieved.
 6. **Billing and Payment.** DSHS will provide the Contractor with customized forms for invoicing services.
 - a. **Invoice System.**
 - (1) The Contractor shall use State Form A19-1A Invoice Voucher form, provided by DSHS when submitting invoices.
 - (a) The Contractor shall submit one (1) invoice per month of service and each invoice submitted to ORIA no later than thirty (30) calendar days after the last day of each month, unless an exception is given by DSHS.
 - (b) By exception only, DSHS may approve quarterly billing.
 - (2) Each Invoice Voucher submitted for payment must include the following:
 - (a) A completed Contract Summary Report (CSR) and a completed Monthly Caseload Report (MCR).
 - (b) Legible copies of entry documents, asylum verification, or permanent resident cards, for new participants that verifies eligibility. The documents must contain name of client, date of birth, alien number and date of arrival or granted asylum, to confirm participant eligibility. Note: Employment Authorization Documents (EADs) do not include arrival or asylum date.
 - (3) On a quarterly basis, a completed Quarterly Performance Outcome Goal Claim Form. This form is included with the MCR document and must be submitted every quarter regardless of whether

Special Terms and Conditions

the quarterly goal has or has not been achieved. In addition, a completed Quarterly Narrative Report which summarizes the status of all contracted performance achievements in both chart and a narrative formats. The Narrative report will include responses to questions on the template. The report will be submitted via email to the DSHS Contact person.

(4) Any other program reports as requested in the attached Exhibit(s); and;

(5) Any other additional backup documentation requested by the ORIA Program Manager that provides clarification or gives detail regarding the A19-1A Invoice Voucher, CSR and activity reports submitted for payment.

b. **Payment shall be considered timely** if made by DSHS within thirty (30) calendar days after receipt and acceptance of a properly completed invoice and accompanying reporting forms. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. 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.

7. **Incorporated By Reference.** The following reference information is available for the Contractor's use under this Contract and incorporated by reference.

a. Immigration-Related Legal Services Billing, Reporting, and MCR Instructions. DSHS will provide this information to the Contractor.

b. The Federal Office of Refugee Resettlement (ORR) policy guidance on participant and service eligibility and requirements. DSHS will provide this information to the Contractor if policy changes occur.

8. **Culturally Relevant Services.** The Contractor shall ensure all services are provided in the cultural context of the individual and/or individual's family. Best practices for providing culturally relevant services are to employ staff with similar cultural backgrounds and to offer training for all staff working on the IRLS program. This component is intrinsically linked to providing services in the appropriate language via interpreter or by employing bilingual bicultural staff.

9. **Interpretation and Translation Services.** The Contractor shall provide interpreter 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.

10. **Duplication of Services.** The Contractor shall ensure that work to be performed does not duplicate services charged to the State of Washington **or another funder** under any other contract or agreement with the Contractor. The Contractor must not bill other funding sources for services rendered and reported under this contract which would result in duplicate billing to different funding sources for the same or similar service. If the Contractor provides other services or benefits to clients through other funding sources, those services or benefits to clients cannot be counted towards performance outcomes billed for this Contract. Such services are considered as "in-house" services.

11. **Recovery of Payments for Noncompliance.** In the event the Contractor bills for services provided and is paid for those services that DSHS later finds were either (a) not delivered, (b) unallowable; or (c) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover payment for those services from the Contractor and the Contractor shall fully cooperate during the recovery process.

Special Terms and Conditions

- 12. 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**.
- 13. Confidentiality and Nondisclosure.** The Contractor shall:
- a. Protect information according to federal and state laws including the following incorporated by reference: (1) Chapter 74.04.060 RCW, Records, Confidential -- Exceptions -- Penalty; and (2) Chapter 42.56 RCW-Public Records.
 - b. Use personal, confidential, and other information gained by reason of this Contract only for the purposes directly related to the administration of this Contract. Any personal use of client information is strictly prohibited. Contractor shall return, or certify the destruction of, such information if requested in writing by DSHS.
 - c. Not disclose, transfer, or sell any information as described in this Contract to any party in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule or regulation.
 - d. Maintain the confidentiality of personal information in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure.
 - e. Notify all authorized persons who require access to data of the use and disclosure requirements.
- 14. Contract Amendment.** Contracts may be amended to ensure that services and outcomes align with DSHS's needs or due to the availability of funding.
- 15. 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 comply with the terms and conditions of this Contract and to meet the requirements of the statement(s) of work.
- 16. Contract Monitoring:** The Contractor must participate at the request of DSHS to monitor and ensure compliance with the terms and conditions of this Contract. DSHS may require the Contractor to complete a Pre Monitoring Questionnaire or other document(s) for purposes of any type of monitoring or to provide technical assistance. The method of DSHS monitoring may include the following:
- a. Site Visits. The ORIA Program Manager or authorized designee may perform site visits during the term of this contract. The Contractor shall be present for site visits, which shall be scheduled during regular business hours. Site visits shall be conducted with prior notification to the Contractor, and may include, but is not limited, to the review of the following:
 - (1) Verification of business license and certifications;
 - (2) Confidentiality policy and process;
 - (3) Insurance;
 - (4) Participant Files;
 - (5) Service documentation and verification;
 - (6) Participant Interviews;
 - (7) Observation of contracted services; and
 - (8) Subcontractor monitoring reports (if applicable).

Special Terms and Conditions

- b. Desk audits or telephone interviews with the Contractor
- c. Request for documentation verifying services and Outcome Goals.

The Contractor shall allow DSHS to inspect any and all records that are related to the performance of and compliance with this Contract. As used in this subsection, "records" include, but are not limited to, documents in any form, including hard copy or electronic format, of the organization's structure, tax status, financial records, capabilities, and performance.

- 17. Compliance with Corrective Action Plan.** In the event that DSHS identifies deficiencies in the Contractor's performance under this Contract, DSHS may, at its option, establish a Corrective Action Plan. When presented with the Corrective Action Plan, the Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. The Contractor's failure to do so will be grounds for termination of this Contract.
- 18. 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 allegations(s) from providing services or having contact with clients pending final resolution of the investigation.
- 19. Contractor Information.** The Contractor shall provide a list of the authorized service locations, agency contact, and the times and dates of all instructional services upon request.
- 20. Change in Circumstances.** 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 the Contractor's and/or its subcontractors' business name, address, telephone number, fax number, e-mail address, business status, and names of staff associated with this Contract. Any changes that occur in the Contractor's program, changes affecting program implementation or deviations from any of the services as described in this Contract must be acknowledged in writing to DSHS.
- 21. Acknowledgements.** The Contractor must use the complete project name "IRLS" (Immigration-Related Legal Services) in referring to this program on any printed materials for public dissemination. The Contractor must include a general acknowledgement of DSHS and ORR in its list of annual funders, and in all appropriate publications, public announcements, website, or any electronic materials related to this program.
- 22. 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.
- Department of Social and Health Services
Attn: Community Services Division Contracts Unit
P.O. Box 45470, Olympia, WA 98504-5470*
- 23. Documentation.** The Contractor shall maintain documentation, physical and electronic, to substantiate services to participants and costs incurred in service delivery and make all documents available upon request by DSHS, State and Federal auditors. Documents shall be retained for (six) 6 years after the

Special Terms and Conditions

contract ends. If there is a contract dispute then documents shall be retained until the final resolution of the dispute.

- 24. Exceptions to Contract Requirements.** The Contractor shall submit to the DSHS Contact, or designee, a written request for any Exceptions. The DSHS Contact shall provide the Contractor with written approval or denial within five (5) business days of receipt of the request. The DSHS Contact shall include justification with all denials.
- 25. Fraud Reporting.** The Contractor shall report any knowledge of welfare fraud to DSHS by calling **1-800-562-6906** or on-line at <https://wadshs.libera.com/Sys7CMSPortal-FCMS-WA/fraud/report.aspx>.
- 26. Ownership of Material.** Materials created by the Contractor and paid for by DSHS as a part of this contract shall be owned by DSHS and shall be "work made for hire". This material includes but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and training materials. Material which the Contractor used to perform the contract but is not created or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. DSHS grants the Contractor a royalty free, perpetual license to use any material created by the Contractor and paid for by DSHS under this contract.
- 27. Primary Contracted Agency.** For consortiums, the designated agency that submitted the proposal for IRLS for Refugees shall serve as the Primary Agency. The Primary Agency shall:
 - a. Be authorized by the other consortium member(s) to serve as the program management and fiscal agency for each partner agency;
 - b. Be responsible for all coordination, training, and oversight for the consortium;
 - c. Ensure subcontracts include the same relevant contract terms and conditions as their DSHS contract; and submit copies of subcontracts to the Program Manager within 30 days of the contract start date.
 - d. Communicate program information and changes;
 - e. Ensure subcontractor staff attend DSHS mandatory training;
 - f. Report and bill for all services provided by the consortium for each month service is provided;
 - g. Disperse payment as appropriate to each partner agency Each partner agency agrees the DSHS disbursement of payment to the designated Lead Agency shall satisfy DSHS payment obligation.
- 28. Program Training.** The Contractor shall ensure all of its employees who provide services under this Contract attend ORIA program training as requested by DSHS.
- 29. Record Keeping.** The Contractor shall maintain client records and shall make the client files available to ORIA for monitoring purposes. These may be kept electronically but DSHS may request certain documents be printed in preparation for contract monitoring and/or oversight.
- 30. Reduction of Funds.**
 - a. Funding for this Contract is based upon an estimated number of participants the Contractor will serve under IRLS, and its ability to:
 - (1) Achieve its annual outcome goal(s);
 - (2) Comply with the administrative requirements, terms, and conditions of this Contract; and
 - (3) Meet the requirements of the statement(s) of work.

Special Terms and Conditions

- b. If the Contractor's billing and reporting patterns indicate the estimate was too high, or if the Contractor is unable to provide sufficient and effective service to the number of participants served, DSHS reserves the right to adjust those estimates and reduce funding accordingly.
- c. In the event DSHS chooses to exercise this right, DSHS will notify the Contractor in writing of the amount of the reduction. Both parties to this Contract agree that an amendment to this Contract will be considered proper written notice.
- d. Administrative requirements of this Contract include, but are not limited to, complete and timely submission of reports and invoices and adequate record keeping. If the Contractor fails to comply with these requirements:
 - (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 still fails to comply with the administrative requirements of this Contract:
 - (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 as directed.
 - (d) If the Contractor fails to comply with all the terms of the corrective action plan, DSHS shall reduce the Maximum Contract Amount of this Contract by two percent (2%).
 - (e) If the Contractor fails to comply with the terms of a second corrective action. DSHS shall reduce the Maximum Contract Amount of this Contract by an additional three percent (3%).

31. Subcontracting: In addition to the requirements of General Terms and Conditions, Section 24. Subcontracting, the Contractor shall:

- a. Not subcontract any of the contracted services without the prior written approval from DSHS and submit:
 - (1) Written requests for approval to subcontract to the DSHS Contact, or designee, named on page one (1) of this Contract, along with the proposed subcontractors' qualifications, contact information, a description of services to be provided.
 - (2) A copy of their drafted agreement with the subcontractor prior to entering into an agreement with a subcontractor; within ten (10) business days of the date of execution, along with a plan for monitoring the subcontractors at least once during the first six months of the subcontract; and
 - (3) Copies of subcontract monitoring reports to the DSHS Contact, or designee, named on page one (1) of this Contract, within thirty (30) calendar days of the monitoring visit.
- b. Ensure that all terms, conditions, assurance and certifications set forth in the Contract are included in any and all Subcontracts.
- c. Report any change in Subcontractors or their services to the DSHS Contact within five (5) business days.
- d. Follow the guidance in the Contract Monitoring section as it relates to Subcontractors.

Special Terms and Conditions

Any failure of the 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.

32. Transportation of Clients. Transportation of clients is not a service required under this Contract. In the event the Contractor chooses to transport clients, it is without the authorization of the department, and solely at the risk of the Contractor.

33. Data Sharing. DSHS will provide the Contractor access to client information.

a. Purpose:

- (1) Activity for which the Data is needed: To provide IRLS services to DSHS clients.
- (2) How Data Recipient will use Data: Contractor will use client information to administer this Contract. This includes but is not limited to the following:
 - (a) Billing;
 - (b) Reporting; and
 - (c) Client information updates.

b. Description of Data.

- (1) Data elements. Client's personal information including but not limited to:
 - (a) Date of Birth;
 - (b) Gender;
 - (c) Date of Arrival or Asylum Granted;
 - (d) Alien Number; and
 - (e) DSHS Client ID.
- (2) Time frame(s) for Data disclosure or exchange: Duration of Contract.
- (3) The Contractor 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.

c. Data Access or Transfer.

- (1) Staff Access to Data.
 - (a) Access to Data shall be limited to staff that are assigned to provide services under this Contract.
 - (b) The Contractor shall provide the DSHS Contact listed of their staff that are providing services under this Contract that have been granted access to the DSHS client information.
 - (c) The Contractor shall contact the DSHS Contact whenever they need to change the staff that are granted access to the DSHS client information.
- (2) Method. DSHS will provide the Contractor DSHS client information via regular US mail and/or Secure e-mail.

Special Terms and Conditions

(3) Requirements for Access.

- (a) Prior to making Data available to its staff, the Contractor shall notify all such staff of the Use and Disclosure requirements.
- (b) Staff that are authorized to have access to DSHS data must annually review and sign a DSHS ESA Nondisclosure of Confidential Information Agreement-Non Employee form (DSHS 03-374D)
 - i. The Contractor shall retain the original signed copies of the forms for their records.
 - ii. Upon DSHS request, the Contractor shall provide DSHS with copies of the signed forms.

(4) Frequency of Exchange: Daily access.

d. Limitations on Use of Data.

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

e. 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.

- (a) 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).
- (b) DSHS shall not process the Contractor's final invoice for payment until such time that the Contractor has taken action to properly dispose of the Data and has signed a Disposition of Data form provided by DSHS and provided the completed form to the DSHS Contact or designee listed on page one (1) of this Contract.

f. 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

Special Terms and Conditions

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 forms 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.

g. Portable Devices or Media.

- (1) The Contractor must obtain written permission from the DSHS Contact listed on page one (1) of Contract prior to using portable devices or portable media for purposes related to providing services under this Contract. The Contractor shall provide DSHS with information about the type of portable devices or portable media that will be used.
- (2) The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.
- (3) 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. 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.
- (4) 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; and
 - (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
- (5) 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. The Contractor shall keep a record of dates of the weekly storage download and the storage method.
- (6) The Contractor shall upon the request of DSHS make the records required in this section available to DSHS.

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), 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.

Special Terms and Conditions

- 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:

Special Terms and Conditions

- 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.

Special Terms and Conditions

- 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:

Special Terms and Conditions

- (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.

Special Terms and Conditions

- (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:

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

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

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

Special Terms and Conditions

Exhibit B: Insurance Requirements

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.

Special Terms and Conditions

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

Special Terms and Conditions

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.

(1) OMB Circulars A-11 and A-122, and A-133; and OMB Circular A-87

Special Terms and Conditions

Exhibit- C IRLS Immigration-Related Legal Services

For purposes of this Contract, the term “refugee” encompasses all statuses described in Section 3. Participant Eligibility, subsection d.

Statement of Work

1. IRLS provides a continuum of community-based limited authorized immigration legal services that assist refugees in gaining Lawful Permanent Resident status, obtaining and renewing Employment Authorization Document and expanding knowledge and competencies needed for their immigration status in the United States. The program includes the following services:
 - a. Immigration Case Management;
 - b. Immigration Legal Services;
 - c. Immigration Focused Workshops;
 - d. Immigration Clinics.
2. **Service Description.**
 - a. **Immigration case management:** full scope of immigration case management from the initial intake and eligibility determination to case completion, including all pre-application activities, application submission, and post-application follow up.
 - b. **Immigration legal services:** assistance with applications for refugees to become Legal Permanent Residents; assistance with obtaining Employment Authorization Document, and other immigration applications listed in Section 6, subsection b.
 - c. **Immigration focused workshops:** providing eligible populations with immigration legal assistance in a group setting, for example: workshop to create USCIS on-line accounts for participants.
 - d. **Immigration clinics:** half-day or full-day event to serve multiple participants with completion of immigration applications.
 - e. **Other services approved by the DSHS Office of Refugee Assistance (ORIA).** Contractors may propose other services that fit into Immigration Services and are within federal funding restrictions.
3. **Participant Eligibility.** To be eligible for any IRLS, an individual must satisfy the following eligibility criteria:
 - a. Aged 16 or older and a current resident of Washington State; and
 - b. Have resided in the U.S. or received Asylee status or Trafficking certification for five (5) years or less, and;
 - c. Are not U.S. citizens; and
 - d. Have current or entry status as a(n):

Special Terms and Conditions

- (1) Refugee;
- (2) Asylee;
- (3) Victim of human trafficking;
- (4) Amerasian;
- (5) Cuban-Haitian entrant;
- (6) Afghan and Iraqi Special Immigrant Visas (SIVs).

- e. For Asylees, time in the US is based upon the approval date of the asylum petition.
- f. For Victims of Human Trafficking, time in the US is based on the date status is certified or approved by the Office of Refugee Resettlement (ORR).
- g. Documentation of statuses may be found at [Status and Documentation Requirements for the ORR Refugee Resettlement Program | The Administration for Children and Families \(hhs.gov\)](#) . The Contractor may also contact DSHS for specific information on documentation of statuses.
- h. Updated Guidance from DSHS may expand participant eligibility.
- i. Services must be available free of charge to the participant.
- j. Enrollment Priorities are determined by the ORR and referenced in CFR 400.147:
 - (1) Refugees during their first year in the United States who apply for services;
 - (2) Refugees receiving cash assistance;
 - (3) Unemployed refugees who are not receiving cash assistance; and
 - (4) Refugees who are employed, and need of services to support their job retention and economic self-sufficiency.
- k. For purposes of this Contract, the term “**refugee**” encompasses all statuses described in Section 3. Participant Eligibility, subsection d.

4. Contractor Responsibilities for all IRLS program.

- a. **Administrative Requirements.** The Contractor shall ensure the following administrative requirements are completed prior to service delivery. If Contractor staff or program participants are currently participating in other ORIA/DSHS services and requirements (1)-(3) below are current and met, they will satisfy this requirement but copies of those forms must be kept with service files for this Contract.
 - (1) All staff or volunteers working with IRLS program participants through service delivery or billing must sign a DSHS 03-374D **ESA Nondisclosure of Confidential Information Agreement – Non-Employee** Form. This form must be signed annually by Contractor and subcontractor staff and volunteers who have access to client confidential and personal information as it relates to contracted services. The form is available at: [Electronic DSHS Forms | DSHS \(wa.gov\)](#)
 - (2) Staff providing services to clients (directly or indirectly) must:
 - (a) Prepare a Consent form (DSHS 14-012) to be signed by each participant. This form gives the Contractor and DSHS permission to share his/her personal information as it relates to contracted services. This form can cover a period of more than a year. This form is available

Special Terms and Conditions

in multiple languages at [Electronic DSHS Forms | DSHS \(wa.gov\)](#). If the needed language is not on the list, please contact the ORIA Program Manager. Also, if an original signature is not possible due to remote service delivery, staff may complete an ORIA Verbal Consent form provided by DSHS.

- (b) Provide free language interpretation if the participant has limited English proficiency. Document use of interpreters in case notes and on all USCIS forms.
 - (3) Ensure that Contractor (subcontractor) direct service staff attends all mandatory ORIA training regarding IRLS contract services. This may occur before, during or after the start of the contract.
 - (4) All IRLS program participants must have a completed IRLS Intake form or an approved form created by the Contractor. Intakes are used to gather basic demographic information, confirm eligibility, and also documents IRLS services requested and/or provided for the applicant.
 - (5) The Contractor must consider the most effective and efficient way to serve participants that may include remote services. Many factors will need to be taken into consideration, as some participants will have very low digital literacy skills.
 - (6) The Contractor must protect client confidential information using proper data security particularly when providing services and sharing information electronically.
 - (7) The Contractor shall ensure there is consistent availability of services for the full term of the Contract by continually providing services even when quarterly or annual performance outcomes have been achieved.
 - (8) The Contractor must immediately keep DSHS apprised of any issues or problems when it appears that services cannot be provided and/or performance outcomes will not be reached during a quarter.
- b. File Documentation.** The Contractor shall maintain individual participant files. Documents may be stored electronically as long as data security protocols are followed. File contents include documents that are legible, may be originals or copies of forms, and may include but are not limited to:
- (1) Legible documents verifying participant eligibility as stated in Section 3: Participant Eligibility. USCIS form numbers are indicated below. Documents may include but not limited to:
 - (a) Arrival-Departure Record (Form I-94);
 - (b) Permanent Resident Card (Form I-551);
 - (c) Passport from Iraq or Afghanistan with an immigrant visa stamp noting the holder has been classified under IV (Immigrant Visa) Category SI1-3 or SQ1-3 (primary, spouse and child), or Form I-94 noting SQ or SI Parole (per section 602(B)(!)AAPA/Sec 1059 (a) NDAA 2006);
 - (d) Department of State, Transportation Company and Transportation Security Administration, travel letter that includes a stamp verifying port and date of entry;
 - (e) Order of the Immigration Judge granting asylum under Section 208 of the INA (Immigration Nationality Act) where the Dept. of Homeland Security has waived the right to appeal the

Special Terms and Conditions

decision;

- (f) Letter from the federal Office of Refugee Resettlement verifying certification of Human Trafficking status; and
- (g) Other documents approved as an exception by DSHS.

(Do not place copies of Social Security cards, Drivers' Licenses or health related information in participant files.)

- (2) Consent Form (DSHS 14-012) dated and signed by the participant;
- (3) If applicable, ORIA Verbal Consent form;
- (4) Completed IRLS Intake Form or other Contractor created and ORIA approved form;
- (5) Final copies of all submitted immigration applications, receipts, and notices, and any backup documentation submitted with the application;
- (6) Case notes and/or documentation confirming: the participant's participation and progress, referrals and connections to other public and non-profit agencies, etc.
- (7) Other documents as noted in service requirements;
- (8) DSHS may randomly request case files, service documents during the contract period.

c. Reporting.

- (1) On a monthly basis the Contractor shall submit a Monthly Caseload Report (MCR) which includes all participants who received services during the month
- (2) On a quarterly basis, submit a Narrative Progress Report.
- (3) DSHS will provide the Contractor with instructions for reporting forms.

5. Contractor Performance.

- a. DSHS will determine the Contractor's performance by the monthly services provided to participants, quality of services, quarterly outcomes and deliverables achieved during the contract period. Outcomes may include, but are not limited to the number of participants served, results of the service provided, overall annual performance, quarterly Narrative Reports and overall quality of services.
- b. Specific outcomes are described in the Services sections in this contract. The Outcomes will be included on the Contract's Exhibit C - Performance Outcomes and Contract Consideration.
- c. Monthly payments made for administration of services (staff time, agency overhead, etc.) require a minimum number of participants and/or services provided each month. This information will be reported each month on the Monthly Caseload Report (MCR).
- d. The quality of the Contractor's service delivery may be considered if the Contractor is unable to meet its outcomes but has demonstrated high quality services within its existing caseload.

Special Terms and Conditions

- e. The Contractor must keep DSHS apprised of any issues or problems when it appears that performance outcomes were not reached during a quarter.

6. Immigration-Related Legal Services.

Immigration-Related Legal Services focuses on assisting eligible applicants to apply to become Lawful Permanent Residents (LPR). LPR status is a critical component of successful integration by allowing the ability to live and work in the U.S. permanently.

The Contractor must be a Department of Justice (DOJ) recognized agency with staff who have current accreditation to prepare and/or review all applications the Contractor submits to USCIS. Contractors must follow DOJ policies related to accreditation renewals, accredited locations and use of accredited staff. In lieu of DOJ accreditation, the Contractor must have on staff an attorney with background and experience in immigration law.

In addition, the Contractor must keep up to date on changes by USCIS regarding any of the services included in this Contract.

a. Additional Definitions.

- (1) *“Adjustment of Status.”* The process of obtaining Lawful Permanent Resident (LPR) in the United States without having to leave the United States to do so. The adjustment of status option is unavailable to many persons, including those who entered the United States without inspection, or who violated status while in the United States.
- (2) *“DHS”* means the U.S. Department of Homeland Security.
- (3) *“Department of Justice (DOJ) Accredited Representative”* means an individual who has been granted accreditation and authority by the Office of Legal Access Programs (OLAP) in the Executive Office for Immigration Review (EOIR) of the DOJ to represent individuals before the DHS or EOIR immigration courts and the Board of Immigration Appeals (BIA) or both. Accredited representatives must be affiliated with an organization recognized by the DOJ under this Contract.
- (4) *“DOJ Recognized Organization”* means a non-profit organization in the U.S. granted permission to practice immigration law through accredited representatives before the DHS, the EOIR immigration courts, and the BIA. Services must be provided by staff at a location that is recognized.
- (5) *“USCIS”* means the United States Citizenship and Immigration Services, a branch of the U.S. Department of Homeland Security.
- (6) *“Waiver of Inadmissibility.”* An individual who is ineligible to adjust status due to a ground of inadmissibility must file Form I-602 Refugee Waiver of Grounds for Excludability in order to waive the particular ground(s) of inadmissibility.

b. Contractor Responsibilities for Providing Immigration Services.

- (1) Conduct an initial interview with the applicant and complete an agency screening tool to assess eligibility for adjustment of status. The tool will help to assess whether the applicant is admissible before filing the application and/or if it will require waivers or additional legal documents.

Special Terms and Conditions

- (2) Assist individuals to complete and submit to USCIS, application forms, documents, and other required ancillary documents (photos, forms, etc.)
- (3) Keep up to date with any changes or other relevant information from USCIS that may affect application requirements.
- (4) Staff may provide services to applicants for the following forms:
 - (a) Form I-485, Application to Register Permanent Residence or Adjust Status and all required documents to support the application. Document and report application submissions in a timely manner. Form I-912: Request for Fee Waiver can be submitted if needed (item c-iii).
 - (b) Form I-765 Employment Authorization Document for adults who have a restricted Social Security card or for newly arrived eligible participants who have not applied for this document. Form I-912: Request for Fee Waiver can be submitted if needed (item c-iii).
 - (c) The Contractor may also report the following services under the Immigration Case Management for adults only to include:
 - i. Eligibility and intake screening and all pre-application submission meetings and follow-up activities
 - ii. I-602 Waiver for Inadmissibility
 - iii. I-730 Petition for Refugee/Asylee Relative
 - iv. I-912 Fee Waiver for Asylees and humanitarian parolees
 - v. I-90 Application to Replace Permanent Resident Card for clients whose initial card had errors caused by USCIS and for clients who need help due to a lost or stolen card
 - vi. All post-application submission follow up meetings and activities such as explanation of I-797 Notices, responses to USCIS Requests for Evidence, USCIS Adjustment interviews preparation and representation
 - vii. Complex cases requiring high or an inordinate amount time by the attorney or accredited representative
 - viii. Other services approved by ORIA.
- (5) If an interview is required, assist the applicant by explaining the interview process, reviewing the application, and providing tips for the interview.
- (6) The Contractor's DOJ accredited or attorney must review and sign all applications and submit a copy of Form G28 Notice of Entry of Appearance as Attorney or Accredited Representative
- (7) After submission, assist the applicant with all Form I-797 Notices, Requests for Evidence, and other requests from USCIS.
- (8) If the application appears to be taking a longer processing time than those submitted around the same period, verify the status of the application. Provide updates to the applicant(s).
- (9) The Contractor is not required to pay any fees associated with applications.
- (10) The Contractor shall only report adults for services, with the exception of the I-485 and I-765. Report children under the parent's name as described in the MCR instructions. DSHS may grant exceptions for other applications listed above.
- (11) Exceptions to these services may be granted by the ORIA Program Manager.

Special Terms and Conditions

- c. **Additional File Documentation.** In addition to documents listed Section 4. Contractor Responsibilities for all IRLS, subsection b: File Documentation. Documents may be stored electronically. The following supplemental documents must be included in participant files:
- (1) Screening form and/or documentation in case notes that applicant was screened for eligibility.
 - (2) All pages of USCIS applications signed by the applicant and Contractor and any other forms submitted to USCIS with the exception of the I-693: Report of Immigration Medical Examination and Vaccination Record.
 - (3) Any correspondence from and to USCIS.
 - (4) Case notes which indicate the order of events and dates to include all communication with the applicant, health department (if applicable) and USCIS.
 - (5) Verification of the applicant's successful LPR status: Permanent Resident Card (Form I-551) or Approval Notice; replacement I-551, Employment Authorization, and any other relevant documents when applicable.
- d. **Contractor Performance.** Outcomes for immigration services include but may not be limited to the following:
- (1) The total number of I-485 applications submitted to USCIS;
 - (2) The total number of I-765 applications submitted to USCIS;
 - (3) The total number of USCIS approvals for the I-485;
 - (4) The total number of USCIS approvals for the I-765;
 - (5) DSHS may grant exceptions to documents or activities listed above.

Special Terms and Conditions

Exhibit D: Performance Outcomes and Contract Consideration

1. Performance Outcomes

The Contractor’s performance is based on the following outcomes:

- a. XX participants will receive the Contractor’s assistance with direct immigration-related legal services.
- b. XX participants will submit to USCIS Form I-485: Application to Register Permanent Residence or Adjust Status
- c. XX participants will receive approval from USCIS for Form I-485
- d. XX participants will submit Form I-765: Application for Employment Authorization
- e. XX participants will receive approval from USCIS for Form I-765

2. Consideration

- a. The total amount payable to the Contractor shall not exceed the Contract Maximum Amount shown on page one as follows:

(1) Administration and Services:	\$ XXXX (80%)
(2) Performance Outcome Payments:	\$ XXXX (20%)

- b. Administration and Services

- (1) The total amount payable to the Contractor for the administration and service delivery of immigration-related legal services as defined in the statement of work is \$ XXX
- (2) The Contractor shall commit XXX full time equivalent (X FTE) employees to support the administration of this program, including two immigration attorneys and one immigrant rights administrator and other staff.
- (3) The Contractor agrees that DSHS shall make the monthly payment only if the total number of participants served during the reporting month is no less than XX.

c. Performance Outcome Payments

- (1) The total amount payable to the Contractor for Performance Outcomes is \$XXX Performance Outcome Payments shall be made for achieving the goals set forth in Section 1.
- (2) The amount for Performance Outcome payments is as follows:
- (3) The quarterly performance outcome payment for achievement of all outcomes is \$ XXX
- (4) The Contractor must achieve each Performance Outcome Goal to receive each payment amount.

	Q1	Q2	Q3	Q4	Annual
Number of applications submitted to USCIS Form I-485: Application to Register Permanent Residence or Adjust Status					
Number of applications submitted to USCIS Form I-765: Application for Employment Authorization					

Special Terms and Conditions

Number of applications approved: Form I-485: Application to Register Permanent Residence or Adjust Status					
Number of applications approved: Form I-765: Application for Employment Authorization					

- (1) If the Contractor achieves at least ninety-five percent (95%) in any of its Annual Performance Outcomes by the last month of the contract year, any previously withheld quarterly Performance Outcome payment(s) shall be paid upon approval of the final invoice.

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