



CLIENT SERVICE CONTRACT
ATTACHMENT A: SAMPLE
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	
02/01/2016	06/30/2017	\$100,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements <input type="checkbox"/> No Exhibits.			
<p>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.</p>			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
Draft - Please Do Not Sign			
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
Draft - Please Do Not Sign			

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 Contract 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. "Contracts Administrator" means the manager, or successor, of Central Contract 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 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

DSHS General Terms and Conditions

- 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.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
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:

DSHS General Terms and Conditions

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (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

DSHS General Terms and Conditions

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. **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.
 9. **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.
 10. **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.
 11. **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.
 12. **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.
 13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

DSHS General Terms and Conditions

Contract remains valid and in full force and effect.

- 14. 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.

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

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

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

- 16. 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 DSHS Contracts Administrator 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:

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

DSHS General Terms and Conditions

- 18. 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.
- 19. 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.
- 20. 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.
- 21. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 22. 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.
- 23. 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.

DSHS General Terms and Conditions

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.

24. 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. 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.

25. 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 www.ojp.usdoj.gov/ocr/ 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:

DSHS General Terms and Conditions

- (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.

26. 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.

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

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

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

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

DSHS General Terms and Conditions

- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

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

30. 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.

31. 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.

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. "Abilities Development and Empowerment" means a part of Case Management services which provides coaching and skills training to Clients to increase their ability to perform basic living activities, access to the community through the use of reasonable accommodations and opportunities for self-empowerment.
 - b. "Abuse and Neglect of Client" means mental or physical injury including, but not limited to, sexual abuse, abandonment, financial exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
 - c. "Advocacy Services" or "Advocacy" means activities designed to persuade a professional, an organization or a facility to observe their legal obligation to provide auxiliary aids including, but not limited to, interpreting services, Braille, captioning, and assistive listening devices to facilitate Effective Communication on behalf of a community member(s). "Advocacy" also means provision of assistance, support and guidance to a community member in order to allow the community member to express or to meet their individual needs in any matter related to maintaining the community member's independence, educational or employment opportunities, health or safety, or legal affairs, which may consist of providing assistance with Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, RCW 49.60 Washington State Law Against Discrimination, Individuals with Disabilities in Education Act (IDEA) issues, and/or other laws as applicable, assistance with completing and filing governmental paperwork/forms.
 - d. "Americans with Disabilities Act" or "ADA" means the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008 which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. ADA also mandates the establishment of TDD/telephone relay services.
 - e. "Assistive Listening System (ALS) Loan" means Contractor lends an ODHH-owned Assistive Listening System(s) (ALS) and a Magnification Device(s) to government agencies, hard of hearing or deaf-blind groups, businesses and non-profit organizations for the purpose of ensuring effective communication with hard of hearing or deaf-blind community member(s).
 - f. "Assistive Listening System" (ALS) means a system that delivers sound directly to the listener's ear, eliminating noise, distance and echoing problems. An ALS is used with or without hearing aids, helps people with hearing loss to understand speech and may be used in meetings, community events, public forums and any other activities.
 - g. "Case Management" means a collaborative process of assessment, planning, facilitation and Advocacy to provide options and services to community members so that they can work toward achieving personal independence through the preservation of their health, safety and welfare.
 - h. "Case Manager" or "Contractor" means the Contractor, or a Contractor employee or subcontractor who provides case management services under this contract.
 - i. "Client" refers to a community member of any age who receives case management services under this Contract.
 - j. "Client Services" means services provided according to Exhibit A: Statement of Work.

Special Terms and Conditions

- k. "Cochlear Implant" means a medical device surgically implanted to improve hearing in individuals with severe-to-profound sensorineural hearing loss. The surgical procedure includes the insertion of a narrow wire into the cochlea of the inner ear and the connection of an external electromagnetic component through the skin to the implanted wire electrode.
- l. "Communication Access Real-Time Translation" or "CART" means the projection in real-time the text display of the spoken word. CART is generally used at public meetings, events, forums and conferences.
- m. "Communication Assistance" means communication support services provided to Clients with minimal literacy skills, including document translation and document reading for Deaf-Blind Clients, and assisting Clients to complete forms, compose letters/emails and make phone calls.
- n. "Community Member" means a Deaf, deaf-blind, or hard of hearing person and their guardians, significant other, family members residing within the Region.
- o. "Complete" means information is entered in contract-required forms, documents, reports and client records and contains, without errors or missing information, all the contractually required information elements, including, but not limited to, Contractor's name, case manager's name, date of intake, authorized signature, date of signature, client's name, client's address, client's date of birth, case management hours, outcomes, communication preference, topic and situation statements. "Complete" and "Completed" are used interchangeably in this contract.
- p. "Contractor Service Delivery Records" means any documentation or report created by Contractor for its own use that details the activity or service provided to DSHS Clients.
- q. "Crisis Intervention" or "CI" means the provision of short-term case management services in life-threatening or urgent situational emergencies on behalf of clients who experience barriers receiving reasonable accommodations under the Americans with Disabilities Act and other applicable laws.
- r. "Cultural Competence" means a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals which enables individuals to work effectively in cross-cultural situations. It promotes respect and understanding of diverse cultures and social groups and recognizes each individual's unique attributes. "Cultural Competence" and "Culturally Competency" are used interchangeably in this contract.
- s. "Deliverables" mean the provision of activities and outcomes as specified in Exhibit A - Statement of Work.
- t. "DSHS Client Records" means DSHS forms completed by the Contractor and received by DSHS during assessment and throughout the course of providing Case Management services to DSHS Clients as required by the Office of the Deaf and Hard of Hearing (ODHH).
- u. "Effective Communication" means that the use of communication strategies, including, but not limited to, signed, spoken, written, tactile, gestural or any other means, is clear and understandable to each individual served under this Contract.
- v. "Family member" means Contractor's spouse, parent, grandparent, child, foster child, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, niece or nephew. "Family member" and "family members" are used interchangeably in this Contract.

Special Terms and Conditions

- w. "Fiscal Year" (or FY) means a 12-month period that begins on July first of every year and ends on June 30 of the following year, e.g. FY 2016 shall refer to the period of July 1, 2015 to June 30, 2016 and FY 2017 shall refer to the period of July 1, 2016 to June 30, 2017.
- x. "Identifying Information" means personal information that identifies individuals receiving Case Management services under this Contract, including, but not limited to, the individual's name, address, county of residence, telephone number, Social Security Number (optional), gender, date of birth, disability(ies), and preferred mode of communication and/or auxiliary aid.
- y. "Information and Referral" or "I & R" means the provision of information in response to public requests in in regards to any issue pertinent to, but not limited to, learning about the language and culture of Deaf people, achieving personal independence, coping with hearing loss, and removing barriers experienced by people who are deaf, hard of hearing or deaf-blind. Referral means the act of directing the community member(s), business, government agencies, organizations and/or other entities to other professionals, organizations, programs and/or services which may serve their needs.
- z. "Initial Intake" means the initial meeting with a client or legal guardian requesting case management services. The intake review collects critical information about the client, including, but not limited to demographics, disabilities, impact of the disability(ies) on client's functional level, preferred method of communication, preferred auxiliary aids, statement of immediate problem or barriers, and statement of problems for the last six months or one year. After the intake, the Case Manager composes the intake summary and service delivery recommendations toward resolution of barriers or problems.
- aa. "Lump sum" (also known as set rate, fixed price or capitated rate) means the payment method, whereby the Contractor is paid a negotiated amount for the completion of a contract's measurable Deliverables.
- bb. "Mandatory Reporting" means the reporting of suspected abuse of a client as listed in RCW 26.44.030 and RCW 74.34.035.
- cc. "Miscellaneous Record" means any document, correspondence, form, report, message or recorded information regardless of physical form or characteristics created, sent, organized or received by the Case Manager in the course of case management services provided to the client, including but not limited to paper documents, email, drawings, charts, video tapes, photographs, phone records, data compilations, planners, calendars, diaries, draft documents, electronically stored information and metadata. DSHS Forms 11-064 and 11-064, intake summary and case notes are not miscellaneous records.
- dd. "New Client" means an individual community member who receives case management service for the first time or who receives services after two (2) years have passed since the member was last served by Contractor
- ee. "Outreach" means an activity intended to inform and heighten awareness of community members, agencies and the general public in the region about the programs and services under this contract.
- ff. "Program Manager" means the employee(s) of the Office of the Deaf and Hard of Hearing (ODHH) designated with responsibility for the administration and oversight of this Contract, including but not limited to the role(s) of negotiating, drafting, amending, providing corrective action, and requesting termination the Contract.

Special Terms and Conditions

- gg. "Region" means the cluster of counties receiving services under this contract.
- hh. "Sub-Contractor" means an individual, company, partnership, corporation, firm, or combination thereof with whom the Contractor develops written sub-contracts for client-related services to be provided to under this contract.
- ii. "T-coil Hearing Aid" means hearing aids compatible with phones and ALS by wireless transmission.
- jj. "Temporary Assistance for Needy Families" or "TANF" means a temporary monthly grant through DSHS Economic Services Administration provided to Washington State residents who are responsible for the care of children or are pregnant. To be eligible for TANF, the family must have income and resources of \$1,000 or less.

2. Purpose. The purpose of this contract is to provide Client Services to the deaf, deaf-blind, and hard of hearing residents of Washington in the following counties:

a. **Home county:** Benton.

ODHH will provide an office location in Benton County for the Contractor to provide contracted services.

b. **Outlying county:** Adams, Asotin, Columbia, Franklin, Garfield, Kittitas, Klickitat, Walla Walla and Yakima

c. The terms of Section 2 of this Special Terms and Conditions section notwithstanding, clients requesting services from Contractor shall be allowed to receive services from Contractor even if the client does not reside within one of the above counties.

3. Term. The Contractor shall perform Client Services beginning on February 1, 2016, and continue for seventeen (17) months thereafter ending on June 30, 2017, with DSHS discretion to extend this Contract for another one-year term beginning July 1, 2017 to June 30, 2018.

4. Statement of Work. The Contractor shall provide the following services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in Exhibit A – Statement of Work and Exhibit B, Case Management: Abilities Development and Empowerment, which are incorporated into these special Terms and conditions as if fully set forth herein.

5. Consideration. The payment method compensates the Contractor for the satisfactory performance of this contract.

a. Total consideration payable to the Contractor for the case management service activities and deliverables provided is a maximum of \$100,000.00 and shall be paid no more than \$5,882.35 per month.

b. To meet the deliverables of the contract, Contractor shall provide such activities under the Statement of Work at no charge to community members.

6. Travel Expenses.

Contractor staff and subcontractors travel, lodging, meals and related expenses will be authorized using current Washington State Office of Financial Management (OFM) approved per diem rates.

Special Terms and Conditions

Contractor may be reimbursed for mileage when using a Privately Owned Vehicle (POV) for program related travel. Contractor shall not exceed the maximum allowable Washington State per diem rate on any travel reimbursements to any persons. Contractor shall not reimburse board members or volunteers for travel expenses. Contractor is obligated to review the following web link for updates in the state per diem rates: www.ofm.wa.gov/policy/10.90.htm.

7. Billing and Payment.

- d. a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the Office of the Deaf and Hard of Hearing (ODHH) by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- e. b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by ODHH Program Manager of the properly completed invoices. 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.

8. Liquidated Damages

- a. Any failure by the Contractor in documenting case notes within two (2) business days after meeting with each client will interfere with the proper delivery of case management services to clients, necessitate additional work and contract management by the Office of the Deaf and Hard of Hearing (ODHH), and limit the accuracy and utility of the services provided. These damages are difficult to quantify so the parties agree to the following method of calculating liquidated damages.
- b. In the event of Contractor's failure to fully document ninety (90) percent or more of each recording element pursuant to Exhibit A: Work Plan – Service Category Section 2, ODHH reserves the right to reduce payment on any outstanding invoice by the formula outlined below.
- (1) c. DSHS and Contractor agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following formula.

1.a) Average percent of client records not timely completed for the review period	Multiplied by	1.b) Number of case management hours for the review period	Multiplied by	1.c) Case Manager's hourly rate. When Contractor has more than one case manager, the average hourly rate will be calculated.	1.d) The sum for Row 1.a to 1.c
--	---------------	--	---------------	--	------------------------------------

Special Terms and Conditions

Example: The Contractor has an ODHH site review for case management services for February, 2017. Findings of the site review indicate that Contractor has fully documented only 15 percent of applicable client records. The Case Manager earns \$25.00 per hour and he or she provided 100 case management hours in February 2017. The following is the formula for this example:

% of case notes not completed	x	hours	x	Case Manager hourly rate	=	Case Manager Total
0.85		100		25		\$2,125.00

- d. Both parties agree that Contractor shall pay such amounts as liquidated damages. Liquidated damages do not constitute a penalty.
- e. Liquidated damages provided under the terms of this Contract are subject to the same limitations as provided in the section titled Limitation of Liability.

10. Client Records.

- a. The Contractor shall maintain Contractor service delivery records and DSHS client records, in order to document the services provided under this agreement. Access to such records shall be granted by the Contractor, to the Office of the Deaf and Hard of Hearing (ODHH) staff, in accordance with the General Terms and Conditions, Section 10: Inspection.
- b. In the event of either, the expiration, or termination of this agreement, the Contractor agrees to immediately make available copies of Contractor Service Delivery Records upon the request of DSHS, ODHH, or the Client.
- c. In the event of closure of Contractor business, Contractor shall contact ODHH within five (5) business days to receive instructions regarding handling of the following records:
 - (2) (1) DSHS Client records not previously received by ODHH shall be transferred to ODHH, pursuant to Section 11 of General Terms and Condition.
 - (3) (2) Contractor's service delivery records.

11. Mandatory Reporting.

- a. Contractors are mandated reporters of child and vulnerable adult abuse and shall report to the proper authorities any suspected Abuse or Neglect of a child, in conformance with Chapter 26.44.030 RCW, and any suspected abuse or neglect of a vulnerable adult, in conformance with 74.34.035 RCW. In addition to the reporting procedures outlined in the above reference statutes, Contractors are obligated to review and follow the reporting content provisions of RCW 26.44.040.
- a. Pursuant to RCW 26.44.040, Contractor shall immediately report to DSHS or local law enforcement all instances of suspected Client abuse by calling number **1-866-ENDHARM (1-866-363-4276)**. In the case of child abuse, verbal notification shall be followed by written notification within 24 hours. Written notification required by the Contractor shall be construed to include notification by fax or by e-mail.
- b. Each employee shall sign and date a statement provided by the Contractor, which acknowledges

Special Terms and Conditions

the employee's duty to report child/vulnerable adult maltreatment. The Contractor shall retain the signed statement in the employee's personnel file.

12. Insurance.

The Contractor shall at all times comply with the following insurance requirements.

f. a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. 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.

In lieu of general liability insurance mentioned 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, and 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 the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. 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 insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. 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 insured.

g. b. 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.

Special Terms and Conditions

h. c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

c. Worker's Compensation

The Contractor shall comply with all applicable Worker's 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 Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

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

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. Separation of Insureds

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

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a 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

Special Terms and Conditions

advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from 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. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

k. 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.

13. Disputes.

Notwithstanding the provision for overpayment dispute resolution pursuant to the General Terms and Conditions of this Contract, both parties agree to make their best efforts to resolve other disputes arising from this Contract and agree that the dispute resolution process described herein is the sole remedy available under this Contract. When a dispute arises over an issue concerning the terms of this Contract, the parties agree to the following process to address the dispute:

- a. The Contractor and the Office of the Deaf and Hard of Hearing (ODHH) shall attempt to resolve the dispute through informal means between the Contractor and the ODHH Program Manager assigned to this Contract;
- b. If the Contractor is not satisfied with the outcome of the resolution with the Program Manager, the Contractor may submit the disputed issue, in writing, for review within ten (10) business days to:

Director, Office of the Deaf and Hard of Hearing
PO Box 45300
Olympia, WA 98504-5300

The ODHH Director may request additional information from the ODHH Program Manager and/or the Contractor. The ODHH Director shall issue a written decision to the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue.

- i. When the Contractor disagrees with the written decision of the ODHH Director, the Contractor may request the DSHS to appoint a representative other than the ODHH Director to review the dispute. The request for review must be submitted to the ODHH Director, in writing within thirty (30) business days of the Contractor's receipt of the decision by the ODHH Director. The DSHS representative may request additional information from ODHH and/or the Contractor. The DSHS representative may request a meeting to discuss the dispute, if so the Contractor, ODHH Director and the DSHS representative shall mutually agree on the date of the meeting. The DSHS representative shall issue a written decision to the Contractor within thirty (30) calendar days, after receipt of the Contractor request or the date of the meeting, whichever is later. Such decision shall be final and be abided by the Contractor and ODHH.

Special Terms and Conditions

Exhibit A: Statement of Work

The Contractor shall provide the services and staff to assist deaf, hard of hearing and deaf-blind community members within the Contractor's region by conducting all activities necessary for or incidental to the performance of this contract. To meet the deliverables of the contract, Contractor shall provide the activities described in this Statement of Work at no charge to community members.

1. **Case Management.** This shall refer to the provision of services to each individual Client so they reach their highest level of self-sufficiency without barriers, including, but not be limited to:
 - a. Initial Intake.
 - b. Advocacy and/or coordinating case management service delivery activities with at least one (1) service provider to resolve system or situational barriers in places of employment, government, business, non-profit organizations and educational institutions.
 - c. Crisis intervention and consultation.
 - d. Training and coaching services.
 - e. Communication assistance; or
 - f. When needed, service progress review.
2. **Client Records.**
 - a. The Contractor shall maintain Client records.
3. **Outreach services.** Outreach services shall include, but not be limited to, the following:
 - a. The Contractor will provide networking with services providers to disseminate information to the public in the region about services offered under this Contract.
 - b. The Contractor shall maintain documentation of network activities provided.
4. **Information and Referral.** Information and Referral services shall include, but not be limited to, the following:
 - a. The Contractor shall continuously research and demonstrate familiarity with various resources including, but not limited to, advocacy, government, housing, legal, medical, social and employment services offered to community members in the Contractor's region.
 - b. The Contractor shall respond to or refer requests made by the public for information and referral. When needed, the Contractor will refer requests to ODHHS Information, Referral and Advocacy Program Manager.
 - c. The Contractor shall maintain documentation of information and referral activities.
5. **Documentation and Reports.**

Special Terms and Conditions

- a. The Contractor shall maintain, update and submit required documents and reports to ODHH.

6. Other Services.

- a. The Contractor shall contact ODHH should the Contractor receive a request for at least one of the following services:
 - (1) Education & Training.
 - (2) Outreach.
 - (3) Active Listening System (ALS) Loan.
 - (4) Demonstration of Telecommunications Equipment Distribution Program (TEDP) Equipment.

7. Commitment to Consumer Input.

- a. ODHH reserves the right to initiate activities, e.g., Client satisfaction surveys and community forums, to gather feedback from community members and other organizations/agencies about the satisfaction level associated with case management services provided by the Contractor.

8. Commitment to Cultural Competency.

- a. The Contractor shall strive to provide culturally competent and relevant services which support the DSHS mission to improve the safety and health of individuals, families and communities, to promote respect and understanding of diverse cultures and social groups and to recognize each individual's unique attributes.

9. Service Hours.

- a. The Case Manager shall be available for a minimum of **thirty (30)** hours and no less than **four (4)** days per week to provide services to Clients and conduct administrative duties.
- b. The Contractor must contact the ODHH Program Manager, identified on page **one (1)** of this Contract, within **twenty-four (24)** hours of when the center is closed during normal operating hours due to, but not limited to, inclement weather, power outage, bad road conditions, staff absence or staff training.
- c. In the event of facility closure, the Contractor shall post or arrange for posting of appropriate notices regarding the resumption of services including, but not limited to, a conspicuous sign at the office location or one of its satellite locations. The posting shall include the date, hours of the closure and a brief reason for closing, and the re-open date and time. The sign shall be posted at or around the closed office location where it can be seen by community members.
- d. The Contractor shall notify community members of the Contractor's toll-free number that is

Special Terms and Conditions

accessible to Text Telephone for the Deaf (TTY), video phone and voice callers in their newsletters, brochures, website information, presentations and outreach efforts.

- e. During the initial intake with each new Client, the Contractor shall inform each Client to call the nearest crisis agency in the event a crisis causes the Contractor's office to close or occurs when the Contractor's office is closed. As part of ensuring Client access to public safety services and other emergent assistance during office closure, the Contractor shall work with local emergency or crisis agencies to make ~~their~~ emergency services accessible to community members.
- f. The Contractor shall not be responsible for any decision made by third parties with final authority to activate access to any facility used by the Contractor to provide services under this contract, if such decision would result in the Contractor's inability to comply with the terms of this section.

10. Commitment to Quality Improvement.

- a. The Contractor shall be an active participant in quality improvement initiatives. In particular, the Contractor shall participate in and provide Contractor staff with opportunities to attend training sessions, program evaluation, and other quality improvement activities contracted for and/or provided by ODHH, e.g., Case Manager training, workshops and consultation. The Contractor shall set aside funding for these activities.
- b. During the contract term, Contractor staff members may be required to participate in training, implementation and usage of the web-based database which will require the transition of a paper-based system to an electronic-system for entering and completing DSHS Client records.
- c. The Contractor shall provide the services identified in the service delivery recommendations created for the Contractor by ODHH and/or its consultants. The services shall be provided within the constraints of the budget allocated to this contract.
- d. ODHH reserves the right to conduct at least **one (1)** site review during the contract term and will issue a report to the Contractor. The site review report may include a corrective action plan recommended to the Contractor to rectify and resolve problems identified in the plan within a stated time frame(s).

11. Commitment to Develop Performance-Based Outcomes and Measures.

- a. The Contractor shall work collaboratively with ODHH in collecting data for measuring performance-based outcomes.
- b. The Contractor shall maintain, update and report data to ODHH using the required monthly reports and forms provided by ODHH.
- c. The Contractor shall ensure that all data required to be maintained pursuant to this contract is accessible to ODHH.

12. Travel.

Special Terms and Conditions

- a. No less than **five (5)** business days prior to traveling to provide services under this Contract, the Contractor shall submit ODHH completed DSHS Form 02-621 ODHH Travel Request. Except for emergent situations or Crisis Intervention, Contractor shall receive ODHH’s authorization prior to the trip. ODHH reserves the right to deny Contractor’s request for reimbursement for unauthorized trips.
- b. The Contractor shall provide own vehicle.
- c. The Contractor shall not transport Clients.
- d. The Contractor shall implement alternatives to travel, e.g. coordinating joint travel when more than one (1) service delivery provider is involved, use of fax or video conferencing.

13. Interpreter Requests.

- a. No less than **five (5)** business days prior to the interpreter assignment, except for urgent situations or CI, the Contractor shall submit ODHH completed DSHS Form 17-123A: Request for Sign Language Interpreter.
- b. ODHH agrees to inform the Contractor whether the request has been satisfied.

14. CART Requests.

- a. No less than **five (5)** business days prior to the assignment, the Contractor shall contact ODHH to request for Communication Access Real Time (CART) services.
- b. ODHH agrees to inform the contractor what the request has been satisfied.

15. Family Members.

- a. The Contractor shall not provide any services under this Contract to Contractor’s own family members.
- b. The Contractor shall refer his or her own family members to an appropriate service provider, ODHH or another center (RSC) for services under this contract.

WORK PLAN

Service Category: 1. Case Management

A. Client Intake

Objective: Prior to providing case management services, Case Managers shall conduct with each new Client an initial intake to identify barriers or issues addressed by the Client or legal guardian in communication access, maintaining self-sufficiency or any other situations that are hindering Client’s progress in life.

Primary Activities / Resources:

- 1. Contractor shall coordinate initial and follow-up appointments with each new Client for

Special Terms and Conditions

initial intake.

2. During the initial intake, Case Manager shall gather the following information about the Client:
 - a. Identifying information, using DSHS Form 11-064
 - b. Other relevant information, including but not limited to language usage, cognition, learning, other disability factors, level of hearing loss, hearing aid or cochlear implant usage, cause of hearing loss, vision loss, if any, family support and recent changes in life
 - c. Observation of the Client including, but not limited to, Client appearance and behavior
 - d. Statement of situation, conflicts or barriers experienced by the Client leading to the Client's or legal guardian's request for Case Management services
 - e. Client's functional strengths and limits
 - f. Client's challenges in resolving problems, addressing barriers and making decisions
 - g. Other relevant questions at the discretion of the Case Manager.
3. Case Manager shall write an intake narrative summarizing the information gathered from the Client or legal guardian.
4. Within **two (2)** weeks from the date of the initial intake, Case Manager shall meet with the Client to complete a service delivery plan using DSHS Form 11-065 prior to providing case management services.
5. If, as a result of an intake, the Contractor determines the Client only needs an information and referral service, Case Manager shall not open a new case unless the referral would involve the provision of case management services by the Contractor.

B. Case Management Services

Objective: The Contractor shall provide case management services to community members so that they reach their highest level of self-sufficiency.

Primary Activities/Resources: The Contractor shall perform one or more of the following service delivery activities and/or provide Clients with resources:

1. Communication assistance.
2. Advocacy services.
3. Abilities Development and Empowerment. Case Manager shall refer to Exhibit C: Abilities Development and Empowerment as a tool in teaching and coaching Clients to develop techniques toward barrier removal or mitigation, and self-empowerment.

Special Terms and Conditions

4. Coordination of Service Delivery Plan. Provide coaching to the Client or legal guardian in coordinating service providers and following through on the service delivery plan, including but not limited to scheduling a meeting between the Client, Case Manager and other service provider(s). Facilitate communication between the Client and other service providers to develop a service delivery plan, when necessary.
5. Crisis Intervention. At the request of the Client, domestic partner, family member or a party holding a legitimate Power of Attorney, Case Manager shall provide advocacy services and consultation to service provider(s) in emergency or CI settings to ensure the Client receives reasonable accommodations under ADA and other applicable laws. Case Manager shall advocate on behalf of the Clients, including making referrals and providing assistance in obtaining legal services.
6. Case Manager shall work with emergency management or local health agencies to provide accessible emergency resources and services to community members residing, traveling or working in the area of a natural/man-made disaster or public health hazard.
7. Manage service delivery plan with other service providers or resources as necessary.

C. Resource Identification and Collaboration

Objective: The Contractor shall identify disability factors and needs of community members served under this Contract in the Contractor's assigned region.

Primary Activities/Resources: To prepare to provide case management services to each Client, the Contractor shall collaborate with service providers, including, but not limited to, Abused Deaf Women's Advocacy Services, Association of Late-Deafened Adults, Deaf-Blind Service Center in Seattle, WA State Department of Services for the Blind, other Regional Service Centers, Hearing Loss Association of America, Lighthouse for the Blind, AARP and local libraries, to identify their resources and services.

D. Service Delivery

Objective: The Contractor shall ensure service delivery within in the Contractor's assigned region.

Primary Activities/Resources:

1. The Contractor shall provide services at the Contractor's Regional Service Center.
2. When necessary, the Contractor shall provide services to Clients without adequate means of transportation by making reasonable efforts to meet with them at a location convenient to the Client, e.g., travel or use video phone.

E. Service Progress Review

Objective: The Case Manager shall monitor the Client's progress or lack of progress to determine whether to change or complete the service delivery plan. The review focuses on the Client's progress and challenges toward achieving successful outcomes as a result of receiving case management services.

Primary Activities/Resources: Within **six (6)** months following the date of the

Special Terms and Conditions

commencement of the Service Delivery Plan form, the Case Manager shall meet with the Client to review progress in solving problems or removing barriers, the outcomes as a result of receiving case management services in this Plan, and whether to revise the service delivery plan or close the case.

1. The Case Manager shall gather the following information:
 - a. Progress or obstacles in resolving the situation and/or barrier addressed in the Service Delivery Plan form;
 - b. Client's new strengths and challenges;
 - c. If any, new barrier(s) or unresolved problem(s) experienced by the Client;
 - d. Feedback received from the Client regarding improving case management services;
 - e. Observation of the Client.
2. The Case Manager shall write a summary regarding the Client's progress in receiving case management services and, when necessary, work with the Client to update the Service Delivery Plan form.
3. Prior to a Case Manager's departure from employment with the Contractor, Case Manager shall make reasonable efforts to meet with each Client to review the Client's progress in receiving case management services, write a summary of the Client's progress and update the Service Delivery Plan form.

Service Category: 2. Client Records

A. New Client Information Form: Privacy Practices Notification (Part 1) and New Client (Part 2)

Objective: Prior to providing case management services, the Contractor shall complete New Client Information Form (DSHS Form 11-064) as instructed in the form for each New Client, and maintain the original form in each Client's case file.

Primary Activities / Resources:

1. Contractor shall give to the Client a copy of the Notice of ODHH Privacy Practices form (Part 1) with the Client's signature and date of signature and maintain the original form.
2. Contractor shall maintain the New Client form (Part 2) completed by the Client or on behalf of the Client.

B. Initial Intake Narrative

Objective: The Case Manager shall maintain an intake narrative regarding the Client and the Client's need for case management services in the Client's case file.

Primary Activities/Resources: After conducting the initial intake, the Contractor shall maintain and organize information in the intake narrative summary regarding the respective Client.

C. Service Delivery Plan Form

Special Terms and Conditions

Objective: The Contractor shall complete the Service Delivery Plan form for each Client receiving case management services in the Client's case management folder.

Primary Activities/Resources: In the Client file, the Contractor shall maintain the original Service Delivery Plan form (DSHS Form 11-065) completed for each Client receiving case management under this contract.

D. Case Notes and Records

Objective: The Contractor shall maintain and organize case notes of service delivery activities provided to or on behalf of each Client in Client's case management file.

1. The Contractor shall ensure case notes and records identify the Client and contain information about case management services provided to the Client.
2. Within **two (2)** business days after meeting with each Client and/or with a third-party on behalf of the Client, the Contractor shall maintain and update case notes of service delivery activities, as follows:
 - a. Date when service was provided and name of Case Manager;
 - b. **Statement of Purpose:** Briefly, define and document the purpose of the meeting with the Client, legal guardian or third party;
 - c. **Observation:** When necessary, record the observation of the Client's behavior, appearance and situational skills.
 - d. **Assessment of Client Progress:** Based on professional judgment, make a summary of the situation based on information collected from the service delivery plan, analysis of the situation, observation, previous case notes (if any), service delivery activities provided and the Client's progress, such as new skills and challenges toward problem resolution or barrier removal. If the Client did not follow the service delivery plan, state the reason.
 - e. **Plan:** Identify the Case Manager's and/or Client's plan for the following appointment, when applicable, the length of time for each activity.
 - f. Miscellaneous records.

E. Service Progress Report

Objective: After meeting with the Client or legal guardian, Case Manager shall maintain the service progress report on behalf of the Client.

Primary Activities/Resources: After the service progress meeting with the Client, the Contractor shall maintain and organize information in the progress summary report regarding the Client.

F. Documentation

Objective: The Contractor shall document and maintain completed DSHS Client forms, records of case management services provided and other Client records.

Special Terms and Conditions

Primary Activities/Resources:

1. Documentation in each Client File shall include:
 - a. New Client Information;
 - b. Notice to Clients of ODHH Privacy Practices, with Client's signature;
 - c. Intake summary;
 - d. Service Delivery Plan;
 - e. Case notes and records;
 - f. Service progress report.
2. All Client files shall have all required documents available for review by ODHH.

G. Monthly and Semi-Annual Reports

Objective: The Contractor shall meet the reporting deadlines based on the required information for Clients served under this contract as listed below:

Primary Activities / Resources:

1. By the tenth of the following month, monthly Service Delivery Report shall include the following information for the month reported:
 - a. Number of hours of Case Management services provided;
 - b. Number of New Clients;
 - c. Number of Repeat Clients;
 - d. Number of Clients receiving Case Management services;
 - e. Number of Crisis Intervention activities;
 - f. Number of Clients receiving Crisis Intervention;
 - g. Number of closed cases;
 - h. A copy of New Client Information form and Notice to Clients of ODHH Privacy Practices, with Client's signature, for all new Clients served in the respective month;
 - i. Service Delivery Plan form of each case closed in the month reported;
 - j. Number of Community Members making non-Contract related visits.
2. Contractor shall submit a copy of all completed Service Delivery Plan forms of Clients with open cases from July 1 to December 31 by January 10th of the following year. Contractor shall submit all completed Service Delivery Plan forms of Clients with open cases from January 1 to June 30 by July 10th of the same year.

Service Category: 3. Outreach Services

A. Toll-Free Telephone Line

Objective: The Contractor maintain a toll-free telephone line during Contractor's hours of service and shall disseminate information about the Contractor's toll-free number to community members and organizations.

1. The toll-free number shall be accessible to TTY, video phone and voice callers in their newsletters, brochures, website information and presentations.
2. Any answering machine message shall be "user friendly" to the deaf, hard of hearing and deaf-blind population.

B. Networking Activities

Special Terms and Conditions

Objective: Contractor and its staff members shall make professional contacts with communities, groups and representatives of government agencies, businesses, non-profit organizations and educational institutions to increase public awareness of programs and services under this contract.

1. Contractor shall identify and contact individuals or organizational representatives to meet for the purpose of exchanging information about programs and services that are available to deaf, hard of hearing and deaf-blind Community Members.
2. Contractor shall focus on building an on-going professional rapport and enter partnerships with other service providers.

C. Documentation

Objective: The Contractor shall maintain documents for each outreach service provided:

1. For each networking activity provided, name(s) of individual, group or organization representative(s) contacted, name of organization (when applicable), location of meeting, date of meeting and telephone number or a business card received from each contact made.

D. Monthly Reports

Objective: Contractor shall provide monthly reports to ODHH regarding Outreach, including the following:

1. Number of individuals and names of organizations contacted through networking;

Service Category: 4. General Information and Referral

A. Resources

Objective: The Contractor shall research, be familiar with and make regional resources available at the request of Community Members.

1. The Contractor shall research and organize regional resources related to deaf, deaf-blind and hard of hearing programs, services and issues for use by Contractor and its staff in providing information and referral to Community Members.
2. The Contractor shall ensure resources are up to date.

B. Information and Referral Materials

Objective: The Contractor shall ensure public access to Information and Referral (I & R) materials during business hours.

1. The Contractor shall maintain and operate a conspicuous office space accessible to community members to browse the Contractor's publication materials, including, but not limited to education and service provider brochures, video media (if available) and other information related to deaf, deaf-blind and hard of hearing programs, services

Special Terms and Conditions

and issues.

2. Contractor brochures shall be made available for distribution during its E & T and outreach activities.

C. Provision of Information and Referral Services

Objective: The Contractor shall provide I & R services to the public.

1. The Contractor shall respond to requests for I & R made through telephone, TTY, video phone, emails, walk-in and other means in a timely manner.
2. The Contractor and its staff shall be prepared to respond to requests for I & R during hours of business or research for I & R to meet public requests.
3. When needed, the contractor will refer requests for I & R to ODHH Information, Referral and Advocacy Program Manager.

D. Documentation

Objective: The Contractor shall document and organize activity records of I & R services provided as follows:

1. Number of requests for I & R;
2. Number of requests for I & R by topic;
3. Length of time to satisfy each request for I & R
4. Demographic data of each individual making the request, including county of residence (required), ethnicity (voluntary) and type of hearing loss (voluntary).

E. Service Delivery Reports:

Objective: The Contractor shall provide monthly report to ODHH regarding I & R activities, as follows:

1. Total number of I & R requests by topic;
2. Total length of time to satisfy requests for I & R;
3. Demographic data of each individual making the request, including county of residence, ethnicity and type of hearing loss.

Service Category: 5. Documentation and Reports

A. Administrative Reports

Objective: The Contractor shall have completed and submitted all monthly reports, up-to-date documents and narrative reports. The Contractor shall ensure that all records have been maintained and updated. The Contractor shall provide ODHH with the following documentation without limitation:

1. ODHH-formatted monthly report received by ODHH by the 10th of each month following the month being reported or a date approved of in advance by ODHH which includes all of the required documentation.

Special Terms and Conditions

2. A monthly narrative report summarizing successes, challenges and obstacle(s) that Contractor encountered in meeting a contract deliverable(s), accomplishments and performance issues of this Statement of Work and Work Plan.
3. A list of updated Contractor contact information, including, but not limited to, change of address, new telephone numbers, Video Phone telephone numbers and email addresses.

Draft

Special Terms and Conditions

Exhibit B

Case Management:

Abilities Development and Empowerment

Objective: Pursuant to Exhibit A, Statement of Work, Work Plan: Service Category 1: Case Management Services, Contractor shall provide training and coaching to Clients in need of skills development to mitigate or resolve barriers created as a result of deafness and hearing loss.

1. During the initial intake, Case Manager shall identify any area(s) of abilities development, listed below in the first column, for the Case Manager to provide training or coaching to the Client in resolving a situation(s), barrier(s) or conflict(s) identified by Client or legal guardian.
2. Prior to providing coaching and training to Clients, Case Manager shall meet with the Client to complete a service delivery plan which identifies strategies or tools to mitigate or eliminate barriers as identified in in the initial intake.
3. Case Manager shall teach and coach Clients to resolve barriers in daily living and work toward self-empowerment by using selected tools, as listed below in the second column.

Ability Development	Coaching or Teaching Tools
1. Decision Making	a) Use problem resolution steps; b) Identify consequences for each alternative; c) Recognize the emotions of making decisions; d) Assess the success of the plan; e) Make adjustments as needed; f) Follow through on decisions; g) Make decisions affecting one's life; and/or h) Any other skills development related to decision making.
2. Education and Employment	a) Receive services from educational services, WA State Department of Vocational Rehabilitation and other employment services; b) Develop awareness of education and employment history, and its impact on individual's job search; c) Participate in mock interviews for jobs; d) Address and, if possible, resolve legal issues that may impact employment; e) Receive peer support to improve individual's self-perception on job search or employment; and/or f) Any other skills development related to education and employment.
3. Finances	a) Track income and expenses; b) Budget for upcoming expenses; c) Prioritize necessities versus wants; d) Shop within the budget; e) Read and pay bills on time; f) Balance a checkbook or use online banking to review the

Special Terms and Conditions

	<p>account;</p> <p>g) Avoid or resolve bad debt;</p> <p>h) Avoid deceptive financial practices;</p> <p>i) Receive resources for assistance if financial difficulties arise;</p> <p>j) Follow through on the budget; and/or</p> <p>k) Any other skills development related to finances.</p>
4. Hearing Loss	<p>a) Explain how to read an audiogram;</p> <p>b) Identify limitations as a result of the hearing disability and develop strategies to cope with these limitations;</p> <p>c) Seek resources or service delivery system for other medical conditions associated with hearing loss (e.g., Meniere's disease);</p> <p>d) Explore assistive technology most feasible in mitigating Client's hearing loss;</p> <p>e) Manage one's own physical, medical, emotional and/or mental aspects of one's hearing loss; and/or</p> <p>f) Any other skills development related to hearing loss.</p>
5. Human Services and Benefit Programs	<p>a) Develop the ability to independently obtain services or financial assistance through human services, including but not limited to Washington Information Network, 2-1-1, Social Security, TANF, Healthcare for Workers with Disabilities, Section 8 and Public Housing;</p> <p>b) Become informed about the impact of employment on their receipt of benefits;</p> <p>c) Follow all policies and reporting guidelines to receive benefits; and/or</p> <p>d) Any other skills development related to obtaining human services or financial assistance.</p>
6. Interpersonal and Social Relationships	<p>a) Receive education on effective interpersonal and social relationships and how they may affect one's personal life, judgment, decision making, daily life, functional behavior, common ground, consequences for inappropriate behavior and teamwork skills. Examples include personal, work and family relationships.</p> <p>b) Maintain positive and proactive interpersonal and social relationship with family members, co-workers, professionals, etc.; and/or</p> <p>c) Any other skills development related to interpersonal and social relationships.</p>
7. Self-Advocacy	<p>a) Receive one-on-one instruction on Reasonable Accommodations under the Americans with Disabilities Act (ADA) and the use of Auxiliary Aids;</p> <p>b) Develop and use strategies and knowledge to utilize ADA resources;</p> <p>c) Develop negotiation skills;</p> <p>d) Speak for oneself;</p> <p>e) Exercise one's civil rights under the ADA, Section 504 of the Rehabilitation Act of 1973, RCW 49.60 Washington State Law Against Discrimination, Individuals with Disabilities in Education</p>

Special Terms and Conditions

	<p>Act (IDEA) and other related laws; and/or</p> <p>f) Any other skills development related to self-advocacy.</p>
8. Self-Care	<p>a) Develop grooming and hygiene skills (e.g., toileting, bathing, dressing);</p> <p>b) Do laundry and organize clothes;</p> <p>c) Receive information about own health issues and manage own health and well-being (e.g., setting up doctor appointments; getting routine physical and preventive care; consequences for not taking medication; accessing medical, psychological, and other professional services as needed);</p> <p>d) Manage own medication (e.g., setting up a system to take medications on time, keeping doctors informed of changes in medication, getting prescriptions refilled); and/or</p> <p>e) Any other skills development related to self-care.</p>
9. Self-Protection	<p>a) Remain safe at home or in the community (e.g., how to respond to an emergency, contacting 9-1-1, and escaping during a fire);</p> <p>b) Interact with others (e.g., being taken advantage of financially, sexually or in other ways);</p> <p>c) Take protection against crime (e.g., avoid walking at night or request for security assistance); and/or</p> <p>d) Use of personal assistance, public transportation or technology (e.g., Internet “scams,” identity theft or online sexual predators); and/or</p> <p>e) Any other skills development related to self-protection.</p>
10. Telecommunications and Technology	<p>a) Make calls using Video Phone, captioned telephone, Voice Carry Over and Amplified Phone;</p> <p>b) Receive information on the need to have a T-Coil hearing aid;</p> <p>c) Discuss the benefits and challenges of having a Cochlear Implant;</p> <p>d) Practice telecommunications etiquette;</p> <p>e) Set up an answering machine;</p> <p>f) Leave a message in answering service;</p> <p>g) Use Computer Aided Real-Time (CART);</p> <p>h) Receive information from Federal Communications Commission; and/or</p> <p>i) Any other skills development related to telecommunications and technology.</p>
11. Time Management Skills	<p>a) Use various tools to plan and organize activities at home, in daily living and in employment. Examples of tools include use of daily planners, a simple calendar, electronic planning devices, charts, checklists, filing, other visual, tactile or memory aids, and work station arrangement;</p> <p>b) Develop tips on how to make use of time effectively, e.g., managing priorities;</p> <p>c) Make and keep appointments;</p> <p>d) Identify consequences for excessive tardiness or absences;</p>

Special Terms and Conditions

	<p>and/or</p> <p>e) Seek resources in time management;</p> <p>f) Any other skills development related to time management skills.</p>
12. Transportation	<p>a) Explore, understand, and utilize different transportation options;</p> <p>b) Use of bus or other mass transit system;</p> <p>c) Identify community resources for bus training or reader to interpret the driver's manual;</p> <p>d) Obtain driving classes, if appropriate;</p> <p>e) Obtain safe transportation services;</p> <p>f) Arrange own transportation; and/or</p> <p>g) Any other skills development related to transportation.</p>
13. Others	<p>a) Identify the legal infrastructure leading to the request for reasonable accommodations;</p> <p>b) Figure ways to receive reasonable accommodations in support groups;</p> <p>c) Coordinate with service delivery providers in providing emergency mental health services;</p> <p>d) Crisis intervention, including but not limited to assisting a client to obtain placement in an emergency shelter and advocating on behalf of client who is under critical medical care;</p> <p>e) Develop skills in home management that could impact the independence of the individual, including but not limited to babysitting issues, grocery shopping or need for Support Service Provider services;</p> <p>f) Resolve any other barrier that prevents the individual from achieving personal independence; and/or</p> <p>g) Resolve any other barrier that prevents the individual from receiving needed services in the community autonomously.</p>

Special Terms and Conditions

Exhibit C – Data Security Requirements

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

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Special Terms and Conditions

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically Secure the portable device(s) and/or media by

 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and

Special Terms and Conditions

- (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
 - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
 - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).
- h. Data stored for backup purposes.**
- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
 - (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

Special Terms and Conditions

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

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

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

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