

REQUEST FOR QUALIFICATION

RFQ 1534-544

- Project Title:*** Community Residential Service Evaluator Services and Companion Home Service Evaluator Services
- Estimated Contract Period:*** July 1, 2015 through June 30, 2019. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.
- Proposal Due Date:*** All Proposals whether mailed or hand-delivered must arrive by 3 p.m. Pacific Standard time on Monday, June 8, 2015.
- Submit Proposal To:*** **Proposals delivered by mail must be sent to the following address:**
Helen Haynes, Procurement Coordinator
Department of Social and Health Services
Operations Support and Services Division
Central Contracts and Legal Services
PO BOX 45811
Olympia, WA 98504-5811
- Proposals that are delivered by express mail or courier or that are hand delivered must be directed to the following address:**
Helen Haynes Procurement Coordinator
Department of Social and Health Services
Operations Support and Services Division
Central Contracts and Legal Services
1115 S. Washington Street
Olympia, WA 98504

Proposals that are delivered by email must be directed to the following email address:

helen.haynes@dshs.wa.gov

and a hard copy with original signatures must be mailed and post marked no later than June 8, 2015.

Faxed bids WILL NOT be accepted.

DSHS Procurement Website: <http://www.dshs.wa.gov/ccs>
WEBS: <https://fortress.wa.gov/ga/webs/>

Please check one of these sites regularly for any amendments that may be issued with regard to this RFQ.

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SECTION A. SUMMARY OF PROJECT

1. Purpose of Request for Qualifications

The Department of Social and Health Services (DSHS) of Washington State, through its Aging and Long Term Services Administration (AL TSA) and its Developmental Disabilities Administration (DDA), seeks to contract with qualified individuals to evaluate contracted providers of community residential services for persons with developmental disabilities being supported by Supported Living (SL), Group Home (GH), Group Training Home (GTH), and Companion Home (CH) service providers.. Specifically, the contractors selected will evaluate the administrative stability of providers and the quality of the services they deliver to persons receiving residential services and supports as described in Washington Administrative Code (WAC) 388-101, WAC 388-825, and WAC 388-829C.

AL TSA Residential Care Services (RCS) conducts certification evaluations of each SL, GH and GTH program at a minimum of once every two years, performing approximately 80 evaluations annually. Each evaluation is conducted by a team of Contractors scheduled by AL TSA RCS.

The Developmental Disabilities Administration (DDA) conducts evaluations of CH programs at minimum once a year, performing approximately 70 evaluations annually. Each evaluation is conducted by one Contractor as scheduled by DDA.

The number of evaluation service requests each Contractor receives during a given year shall be determined by AL TSA and DDA Program Coordinators in their sole discretion taking into consideration the needs and best interests of the Agency and the communities it serves. Factors such as the quality of services provided, the geographical location of assignments (when possible), and the availability of Contractors to fulfill service requests may be utilized in making decisions about service requests. DSHS makes no guarantee that any minimum or maximum number of Evaluation service requests will be directed to any Contractor or that all bidders who become Contractors as a result of this RFQ will receive the same number of service requests as are received by other Contractors.

Each of the contractors selected will provide the following services:

- a. On-site evaluations, throughout the State of Washington, as scheduled by AL TSA and DDA Program Managers.
- b. Oral exit conferences with AL TSA and DDA staff and staff of the Residential Program, either at the setting where the evaluation has been completed in the care of AL TSA contracted services, or at a location designated by DDA in the case of DDA contracted services.
- c. Final written reports in accordance with quality standards, forms and format requirements of DSHS, to AL TSA RCS for Supported Living, Group Training Home, and Certified Group Home evaluations and to DDA for evaluations of

Companion Homes.

- d. To conduct, as requested, approximately 75 to 80 evaluations annually in the case of AL TSA Contractors and between 6 and 12 evaluations annually in the case of DDA Contractors.

To perform follow up and related services including attendance at any required orientations and training sessions as requested by DSHS.

Contractors are required to be reasonably available to perform requested Services.

DSHS intends to award multiple contracts to provide the services described in this RFQ. However, the actual number of contracts awarded shall be solely the decision of DSHS. All contracts shall contain the same compensation rates as established by DSHS and set forth in this RFQ.

DDA and AL TSA/RCS will each offer individual contracts to successful bidders for their programs. A bidder may choose to have its proposal submitted in response to the RFQ considered for a contract with AL TSA/RCS, a contract with DDA, or to be considered for two contracts, one with each Agency Administration. However, DSHS may elect to offer a bidder seeking two contracts a contract with one but not both programs.

2. Background

DSHS utilizes contracted evaluators to ensure that providers of community residential support service programs are in compliance with applicable statutes, administrative rules, contract requirements, departmental and divisional policy directives, as well as with high standards of instruction and support to program participants living in Residential communities throughout the State of Washington.

Contracted Evaluators will be required to travel state wide for their assigned evaluations. Evaluations generally take three (2) to five (5) days each for completion. It may be necessary for the evaluator to remain overnight until the evaluation is completed.

The frequency of assignment may vary from one evaluation per week to one evaluation per month, depending on the needs of the DSHS. DDA and AL TSA/RCS will each offer separate contracts to successful bidders for their evaluation areas. A bidder may choose to have its proposal considered for a contract with RCS, a contract with DDD, or individual contracts with each

Residential Programs to be Evaluated			
Type	RCS Certification / State License	No. of Clients in Each home	Staffing Model
ALTSA/RCS - Residential Support Services Contract			
Facility Based		Min - Biennial Evaluation of 3-5 Days - Evaluation Team	
Certified Group Homes	License /Certification Required	Multiple Clients	Residential Agency Staffing 24/7 coverage
Group Training Home	Certification Only	Multiple Clients	Residential Agency Staffing 24/7 coverage
Non-facility Based		Min - Biennial Evaluation of 3-5 Days - Evaluation Team	
Supported Living Model	Private house/apt Certification Required	1 - 4 Clients typical	Residential Agency Staffing Per Client Need
Companion Home Model	See DDA below		
DDA – Developmental Disabilities Administration Contract			
Non-facility Based		Min - Annual Evaluation of 2-3 Days - 1 Evaluator	
Companion Home Model	Provider's Home Contract Compliance/Waiver Quality Assurance Review	1 Client	1 DDA Contracted Support Person 24/7

3. Project Scope

DSHS, through ALTSA-RCS and DDA, seeks proposals in response to this Request for Qualifications (RFQ) from persons and organizations qualified to evaluate the operation and performance of providers of community residential services for people with developmental disabilities, with respect to standards and requirements imposed by statutes, administrative rules, DSHS policies and procedures, contracts and established residential service guidelines.

You must submit a written proposal to respond to this RFQ. Your proposal may seek an ALTSA Contract, a DDA Contract, or both. You must comply with all requirements of this RFQ, or DSHS may reject your proposal as nonresponsive.

4. Minimum Qualifications

The contractor shall meet the following minimum qualifications:

- a. BA or MA in social services or closely allied field and two (2) years social service work experience **or** five (5) years social service work experience.
- b. Three (3) years experience involving direct contact with individuals with developmental disabilities.
- c. Two (2) years experience evaluating residential settings serving individuals with developmental disabilities.
- d. Two (2) years experience monitoring contracts or in monitoring finances.
- e. Two (2) years experience in interviewing individuals with developmental disabilities.
- f. Two (2) years experience presenting information to others in both written and verbal forms.
- g. The ability to work independently and as part of a team
- h. Successfully pass a DSHS background check annually.
- i. The ability to travel statewide for assigned evaluations.
- j. Effective written and verbal communication skills including the ability to compose an accurate, clear, concise and cohesive report with respect to evaluations performed.
- k. Proficiency in Microsoft Outlook and Microsoft Word 2010 or later, including proficiency in use of formatting tools, track changes features, adherence to margin and spacing guidelines, and use of thesaurus, spell check and grammar check tools.
- l. Be an individual, agency or organization that does not currently hold a contract with the DSHS for the provision of employment, residential or other direct support services for persons with developmental disabilities.
- m. The individual, agency or organization must be licensed or authorized to do business in this state in order to contract with DSHS. If your firm is an out-of-state Corporation, you must obtain a Certificate of Authority to do business in Washington State. Both the Business License and the Certificate of Authority can be obtained by contacting:

Washington Secretary of State
 Corporations Division
 PO Box 40234
 505 E. Union
 Olympia, WA 98504-0234
 Phone 360-753-7115
<http://www.sos.wa.gov/corps/Default.aspx>

- n. RCW 42.52 and DSHS policy restrict DSHS's ability to contract with current

or former state employees or with their employers. If you are a current or former state employee, or if any of your employees, members, partners, officers, or directors is a current or former state employee, you should review RCW 42.52, Ethics in Public Service, or seek legal advice to determine whether you can contract with DSHS. If DSHS cannot contract with you under RCW 42.52, then you are not eligible to submit a response to this RFQ.

- o. Because of the importance of a direct, one-to one, working relationship between DSHS and the contracted evaluator, DDA and ALTSA/RCS require that the name and resume of the identified individual assigned to provide the evaluations be included in any proposal submitted by a qualified organization. Information about the proposed evaluator will be taken into consideration during the RFQ evaluation process. If Bidders submit a joint Proposal, with one or more other Bidders, the Bidders must designate the prime Bidder. The prime Bidder will be the DSHS sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.
- p. The Apparently Successful Bidder is expected to sign promptly a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit B. For purposes of this paragraph, "promptly" shall mean within five business days of a request by DSHS. Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.
- q. An affirmative statement that you
 - (1) Are the person authorized to contractually bind the Bidder's firm
 - (2) Are willing and able to perform an assigned evaluation and to provide the services described in the RFQ at the rates specified in Section A.5. of this RFQ
 - (3) Do not have a financial interest in or other relationship with any provider of residential, employment or other direct support services for persons with disabilities contracted or licensed by DDA or ALTSA.
 - (4) Understand that you will be asked to evaluate facilities/programs throughout Washington and may be required to remain overnight in the vicinity of the facility/program until the evaluation is completed.

5. Compensation

DSHS budgets approximately \$500,000 per fiscal year for the contracted evaluation services solicited in this RFQ. Contractor shall be compensated at the rate of \$1,450 for each ALTSA (Residential Services) program evaluation that is satisfactorily completed. DDA Companion Home are compensated at the rate of \$850 per Companion Home evaluation that is satisfactorily completed. In addition, subject to preauthorization of Services and the maximum amount payable for them, DSHS shall make payment at the rate of \$36.25 per hour for

other Services required under the DSHS contract(s). Any contract award is contingent upon the availability of funding.

Contractors shall be independent contractors and not employees of DSHS. DSHS shall exercise no control over the manner in which Contractor perform their Services except that DSHS may implement performance requirements to help assure that Contractors provide quality and efficient services to the State. Payments to Contractors as set forth above shall include all Contractor expenses including, but not limited to, use of contractor vehicles, equipment, insurance, gasoline, mileage, meals and lodging as required.

6. Auxiliary Aids and Services

DSHS will provide access to this RFQ document to individuals with disabilities. Please contact the RFQ Coordinator to request auxiliary aids and services for this RFQ.

If an individual believes that the department has discriminated on the basis of a disability, please contact the DSHS Investigations Unit (IU) for the Nondiscrimination Policy Brochure and complaint process. The brochure can be found at <http://www.dshs.wa.gov/pdf/Publications/22-171.pdf>.

7. Minority & Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation by MWBE contractors may be either on a direct basis in response to this RFQ or as a subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE participation shall be required, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

Nothing in this section is intended to prevent or discourage participation from non MWBE firms, as well as MWBE firms.

8. Definitions. The following terms which appear in this RFQ have the meaning that is defined below for the purposes of this RFQ:

- a. Apparently Successful Bidder - A Bidder selected as having submitted a successful Proposal, based on the final determination of DSHS management taking into consideration the Bidder's final Proposal score and which

Proposal(s) best meet the needs of DSHS. The Bidder is considered an "Apparently" Successful Bidder until a contract is finalized and executed.

- b. Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFQ
- c. Bidder - An individual, organization, public or private agency, or other entity submitting a Proposal in response to this RFQ.
- d. Contractor – Individual or Company whose Proposal has been accepted by the Agency and has entered into a written contract that is fully executed by Contractor and DSHS.
- e. Issue - To mail, post or otherwise release this RFQ as a public document to interested parties.
- f. Key Personnel - Staff being proposed to do the work under Bidder's Proposal.
- g. Proposal - All material prepared and assembled by a Bidder, and which the Bidder submits in response to this RFQ.
- h. Protest - An objection by the Bidder, in writing, protesting the results of this RFQ, and which complies with all requirements of this RFQ.
- i. RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- j. RFQ – this Request for Qualifications document.
- k. RFQ Coordinator - The person named in this RFQ as the RFQ Coordinator, or the RFQ Coordinator's designee within DSHS Central Contracts and Legal Services. The sole point of contact within DSHS regarding this RFQ for potential Bidders and other interested parties.
- l. Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded.
- m. Submit - To deliver to the DSHS RFQ Coordinator any of several documents described in this RFQ and in the manner specified in this RFQ.
- n. WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)
- o. WEBS – Washington's Electronic Business Solution. DSHS encourages all bidders to register with WEBS at <http://www.ga.wa.gov/Webs/>.

SECTION B. PROCUREMENT PROCESS

1. Procurement Contact Information

Upon release of this RFQ, all communications concerning this RFQ must be directed only to the RFQ Coordinator listed below. Any communication directed to DSHS staff or consultants, other than the RFQ Coordinator, may result in disqualification.

Contact: Helen Haynes, DSHS RFQ Coordinator
Department of Social & Health Services
Operations Support and Services Division Central
Contracts and Legal Services

Mailing Address: P.O. Box 45811
Olympia, WA 98504-5811

Physical Address: 1115 S. Washington Street
Olympia, WA 98504

Telephone: 360/664.6046

FAX 360/664.6184

E-mail Address: helen.haynes@dshs.wa.gov

2. Acceptance of RFQ Terms

The Bidder acknowledges that the submission of a Proposal which includes a signed Bidder Certification and Assurances Form, attached to this RFQ as Exhibit A, constitutes a binding offer.

3. Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the proposal submission due date are approximate and may be adjusted by DSHS as conditions indicate, without amending this document. It is the Bidder's sole responsibility to periodically check the DSHS procurement website, and/or WEBS, for amendments to this document.

Figure 1. PROCUREMENT SCHEDULE

Item	Action	Date
1.	DSHS Issues RFQ	May 11, 2015
2.	Bidder may submit written questions until 3 p.m. Pacific Time	May 22, 2015
3.	DSHS will Issue responses.	May 29, 2015
4.	Bidder may submit written complaints by 3 p.m. Pacific Time	June 1, 2015
5.	Bidder must submit Proposal by 3 p.m. Pacific Time	June 8, 2015
6.	DSHS evaluation of written Proposals	June 9-10, 2015
7.	Bidder Oral Presentations if determined to be necessary by DSHS	June 15, 2015
8.	DSHS notifies Apparently Successful Bidder	June 16, 2015
9.	DSHS notifies unsuccessful Bidders	June 16, 2015
10.	Bidders may request Debriefing until 3 p.m. Pacific Time	June 19, 2015
11.	DSHS holds debriefing conferences, if requested	June 22, 2015
12.	Unsuccessful Bidders may submit Protest(s) until 3 p.m. Pacific Time	June 29, 2015
13.	DSHS considers and responds to any Protests	June 30, 2015
14.	Contract(s) Execution	Anticipated by July 1, 2015

4. Contract

DSHS intends to award **multiple contract(s)** to provide the services described in this RFQ.

The term of the Contract will be **4 years** commencing upon the start date or execution date, whichever is later. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS. The term of the contract may be extended by amendment **2 times** for up to 2 years per amendment.

Additional services that are appropriate to the scope of this RFQ, as determined by DSHS, may be added to the resulting contract(s) by a written amendment mutually agreed to and executed by both parties.

5. Ethics

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

In addition, as described in Section C.1, *Administrative Requirements*, below, Bidders must include, in their Letter of Submittal, a list identifying any current or former state employees who are employed by, or subcontracted with, Bidder. The list must include the name of the employee or subcontractor, the individual's employment history with the State of Washington, and a statement of the individual's involvement with the response to, or their proposed role in providing the services under a contract resulting from this solicitation.

If the Bidder has no employees or subcontractors that are current or former employees of the state of Washington, then the Letter of Submittal should so state.

6. Insurance

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as an exhibit.

7. Proprietary information/public disclosure

Materials submitted in response to this RFQ shall become the property of DSHS and the proposals shall be deemed public records as defined by RCW 42.56.

The Bidder's Proposal must include a statement on the Letter of Submittal identifying the pages of its Proposal, if any, which contain information the Bidder considers proprietary. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner. Bidders may not mark their entire Proposal proprietary.

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

8. Communications

All communications concerning this RFQ must be directed only to the RFQ Coordinator. Any communication directed to DSHS staff or consultants, other than the RFQ Coordinator, may result in disqualification. Proposals should be based on the material contained in this RFQ, any related amendment(s), and any information issued by the RFQ Coordinator in response to questions directed to the RFQ Coordinator.

9. Questions and Answers

Bidders may fax, e-mail, or mail written questions to the RFQ Coordinator. Questions will be accepted until the date set forth in the Procurement Schedule. Early submission of questions is encouraged. Questions and answers will be compiled when possible and posted on the DSHS Procurement website in one or more postings. Bidders may only rely on written statements issued by the RFQ Coordinator. Any oral communications are unofficial and are not binding on DSHS.

10. Bidder Comments Invited

Bidders are encouraged to review the mandatory requirements of this RFQ carefully, and submit any comments and recommendations to the RFQ Coordinator. Where mandatory requirements appear to prohibit or restrict participation by your organization or firm, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQ Coordinator by the deadline for Bidders Questions and Comments set forth in the *Procurement Schedule* (Section B.3).

11. Bidder Complaints Regarding Requirements

Bidders may submit any complaints they have concerning the RFQ requirements up to 5 business days prior to the bid response deadline. Bidders may submit specific complaints to the RFQ Coordinator if the Bidder believes the RFQ unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFQ Coordinator before the Bidder Complaints due date set forth in the *Procurement Schedule* (Section B.3) and must clearly articulate the basis for the complaint as well as include a proposed remedy. The solicitation process may continue.

These complaints will **not** be handled through the protest procedures outlined in Section B.21 *Protest*; however, the RFQ Coordinator will forward a copy of the complaint to the DSHS Contracts Administrator. Should a Bidder complaint identify a change that would be in the best interest of the DSHS to make, DSHS may modify this RFQ accordingly. The DSHS decision is final; no further administrative appeal is available.

12. RFQ Amendments

DSHS reserves the right, at any time before execution of a contract, to amend all, or a portion, of this RFQ. Amendments will be posted on the DSHS

Procurements Web site and/or WEBS. If there is any conflict between amendments or between an amendment and this document, whichever document was issued last in time shall be controlling.

13. Retraction of this RFQ

DSHS reserves the right to retract this RFQ in whole, or in part, at any time without penalty.

14. Submission and Contents of Proposals

a. Submission of Proposal

Proposals must be prepared and submitted and received no later than the proposal submission date and time specified in the Procurement Schedule. The Proposal is to be sent to the RFQ Coordinator, either by email, mail or hand delivery, at the address specified in Section B.1, Procurement Contact Information. DSHS will not accept any Proposal submitted by fax. Bidders should allow sufficient time to ensure timely receipt by the RFQ Coordinator.

Bidders assume the risk for the method of delivery and for any delay in the mailing or delivery of the Proposal. DSHS will disqualify any Proposal and withdraw it from consideration if it is received after the proposal submission due date and time.

Please contact the RFQ Coordinator if you wish to arrange an alternative submission method. **No other submission methods will be accepted unless agreed to by the RFQ Coordinator in writing prior to the Proposal deadline.**

All Proposals and any accompanying documentation and material become the property of DSHS and will not be returned.

b. Format of Proposal

(1) The Bidder must Submit Proposals on standard eight and one-half by eleven inch (8 ½" x 11") white paper.

(2) The Bidder must use a font size of 12 or larger.

- (3) The Bidder must Submit Proposals in separate three-ring binders as specified in Section III.C., Contents of Binders. The Bidder must provide tabs separating the major sections of the Proposal, and must note the name of their company/organization on the front cover. If the Bid is submitted by email, Bidder must submit the Bid using standard Microsoft Office word processing and spread sheet tools (Word and Excel) in the same order, font size and format as would be required if the bid were submitted in paper form. Signature pages must be scanned in PDF format. The original version of the scanned and emailed signature page must be mailed to the RFQ Coordinator with a postmark no later than the date bids are due.

c. Contents of Binders

If Bidder submits a hard copy proposal, the Bidder must submit one binder marked "Original" and four (4) binders marked "Copy." All copies must be identical in content to the "Original" as the evaluators will only be evaluating the copies. The Bidder must identify on the original and each copy of its Proposal the RFQ # (1534-544) and the RFQ Title (AL TSA/RCS Community Residential Service Evaluators & DDA Companion Home Service Evaluators).

The Bidder must include in the "Original" binder one soft copy in Microsoft Word 2010 or later file format, or Microsoft Excel 2010 or higher file format if appropriate, on a portable media or electronic readable media (Compact Disc (CD-ROM) or 3.5" diskette), with a label on the CD or diskette identifying the Bidder's name and RFQ# 1534-544.

Proposals must address the sections of this RFQ in the same order as presented here, with the same headings.

- (1) Table of Contents
- (2) Section 1: Administrative Requirements.
- (3) Section 2: Technical Proposal
- (4) Section 3: Management (Experience and Qualifications) Proposal

15. Non-responsive Proposals

All Proposals will be reviewed by the RFQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQ. DSHS may reject a Proposal or any part of a Proposal at any time as nonresponsive for any of the following reasons:

- a. Incomplete Proposal
- b. Submission of a proposal that proposes services that deviate from the technical requirements set forth in this document

- c. Failure to comply with any part of this RFQ or any exhibit to this RFQ
- d. Submission of incorrect, misleading, or false information

16. Minor Irregularities

DSHS may waive minor administrative irregularities related to any Proposal.

17. Cost to Prepare Proposal

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting, or presenting a Proposal in response to this RFQ.

18. Joint Proposals

If Bidders submit a joint Proposal with one or more other Bidders, the Bidders must designate the prime Bidder. The prime Bidder will be DSHS sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

19. Exhibits

Exhibits to this RFQ are:

- Exhibit A - Bidder Certification and Assurances Form
- Exhibit B - Sample Contract(s)
- Exhibit C - Map for Delivery of Proposals
- Exhibit D – Contractor Intake Form
- Exhibit E – Residential Service Guidelines
- Exhibit F – Sample Letter of Submittal of RFQ

Bidders should download a complete copy of this RFQ and all attached exhibits, as listed above. The procurement documents can be accessed at <http://www.dshs.wa.gov/ccs> or WEBS at <https://fortress.wa.gov/ga/webs/>. Bidders who experience difficulty downloading the documents should contact the RFQ Coordinator.

20. Withdrawal of Proposals

After a Proposal has been submitted, a Bidder may withdraw its Proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request to withdraw the Proposal, signed by an authorized representative of the Bidder, must be submitted to the RFQ Coordinator. After withdrawing a Proposal, the Bidder may submit another Proposal at any time up to the proposal submission date and time.

21. Notification of Bidders

DSHS will notify the Apparently Successful Bidders in writing of its selection on or about the date and time specified in the Procurement Schedule, via mail, e-

mail and/or fax. DSHS will also notify unsuccessful Bidders on or about the date and time specified in the Procurement Schedule.

22. Bidder Debriefing Conference

All Bidders may request a debriefing conference by submitting a request in writing to the RFQ Coordinator by mail or fax by the date and time specified in the Procurement Schedule.

Debriefing conferences will be held in accordance with the Procurement Schedule. Debriefing conferences shall be conducted by telephone and shall be subject to a one hour maximum time limitation.

Discussion at the debriefing conference will be limited to the following:

- Critique of Proposal based on evaluators' comments; and
- Review of Bidder's final score in comparison with other Bidders' final scores without, identifying the other Bidders.

DSHS will not identify the other Bidders or allow review of their Proposals or evaluations during debriefing.

23. Protest

In order to Submit a Protest under this RFQ, a Bidder must have submitted a Proposal for this RFQ, and must have requested and participated in a debriefing conference.

This protest process is the sole administrative remedy available within DSHS. The following is the process for filing a Protest:

a. Grounds for Protest. A Protest may be made based on these grounds only:

- (1) Mathematical errors were made by DSHS in computing the score;
- (2) DSHS failed to follow the procedures established in this RFQ document, or to follow applicable State or federal laws or regulations; or
- (3) Bias, discrimination, or conflict of interest on the part of an evaluator.

b. Protest Form and Content

A Protest must state all of the facts and arguments upon which the Protest is based, and the grounds for the Protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the Protest must include:

- (1) The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the Protest;
- (2) The RFQ number and title;

- (3) A detailed and complete statement of the specific action(s) by DSHS under protest;
- (4) The grounds for the Protest;
- (5) Description of the relief or corrective action requested.

Bidders may attach to their Protest any documentation they have to offer in support.

c. Submitting a Protest

Protests must be in writing and must be signed. Bidders must mail, email or hand deliver their Protest to the RFQ Coordinator. If a protest is emailed, a hard copy must be mailed or delivered on or by the date Protests are due. Protests may not be submitted by email. DSHS must receive the written Protest within five (5) business days after the debriefing conference.

d. Protest Process

The RFQ Coordinator will forward the Protest to the DSHS designated Protest Coordinator with copies of the following:

- (1) this RFQ and any amendments,
- (2) the protesting Bidder's Proposal,
- (3) the evaluators' scoring sheets, and
- (4) any other documents showing evaluation and scoring of the Proposal in question.

DSHS will follow these procedures in reviewing a Protest:

- (1) DSHS will conduct an objective review of the Protest, based on the contents of the written Protest and the above materials provided by the RFQ Coordinator.
- (2) DSHS will send the Protestor a written decision within five (5) business days after DSHS receives the Protest, unless more time is required to review the Protest and make a determination. The protesting Bidder will be notified by the RFQ Coordinator if additional time is necessary.

DSHS will make a final determination of the Protest and will either:

- (1) Find that the Protest lacks merit and uphold DSHS's actions;
- (2) Find that any errors in the RFQ process or in DSHS's conduct did not influence the outcome of the RFQ, and uphold DSHS's actions; or
- (3) Find merit in the Protest and provide options for corrective action by DSHS which may include:

- (a) That DSHS correct any errors and re-evaluate all Proposals affected by its determination of the Protest;
- (b) That DSHS reissue the RFQ document; or
- (c) That DSHS make other findings and take such other action as may be appropriate.

24. Execution of the Contract

The Apparently Successful Bidder is expected promptly to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit B.

No contract or amendment shall effective unless and until it has been signed on behalf of DSHS.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFQ and the terms of the successful Proposal(s).

If an Apparently Successful Bidder fails or refuses to sign the contract or any subsequent amendment within ten (10) business days of delivery, DSHS may elect to cancel the award to that bidder, and may award the contract to the next-highest ranked finalist(s).

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.

The Bidder who is awarded this contract(s) may not participate or compete in any future RFQ or formal Procurement for the Procurement of a contract with the DSHS for the provision of employment, residential or other direct support services for persons with developmental disabilities

If at contract award or anytime thereafter any specifically named individual(s) identified in the Proposal to work on this engagement are not available, DSHS has the right to approve or reject any change in Contractor personnel.

SECTION C. PROPOSAL CONTENTS

The Bidder must answer all questions and must include all items requested in the order requested for the Proposal to be considered responsive. The Bidder must address every section of the RFQ, even though certain items may not be scored.

1. Administrative Requirements (Section 1 of Proposal Binder)

The Bidder must respond to each item in the same order in which they appear.

a. Letter of Submittal

Bidders must include a signed Letter of Submittal on Bidder's official business letterhead stationery as the first page of Section 1. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of RFQ #1534-544. A Sample Letter of Submittal is attached to this RFQ as Exhibit F.

The Bidder's Letter of Submittal must include the following:

- (1) Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
- (2) The name of the contact person for bidder with respect to this RFQ;
- (3) A detailed list of all materials and enclosures included in the Proposal;
- (4) A list of all RFQ amendments downloaded by the Bidder from the DSHS Procurements Web site and/or WEBS, if applicable, and listed in order by amendment number and date. If there are no RFQ amendments, the Bidder must include a statement to that effect;
- (5) A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;
- (6) Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information; and
- (7) Any statements describing variations between the Bidder's Proposal and the requirements of this RFQ.

b. Bidder Certification and Assurances Form

Bidders must submit a completed Bidder Certification and Assurances Form, Exhibit A. Please sign and include any attachments that are necessary.

c. Reference Section

The Bidder must provide a list of at least three (3) references of entities for which the Bidder has performed similar services. The references should include the names, telephone numbers, dates of services, and a brief description of the similar services the Bidder provided them in the past. References will only be contacted for finalist(s).

d. Contractor Intake Form

Bidders must submit a completed Contractor Intake Form, Exhibit D. Please complete and include any attachments that are necessary.

2. Technical Proposal (Section 2 of Proposal Binder)

General Requirements: In this section of the Proposal, the Bidder is to provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points is 15.

- 1) Please indicate whether you're interested in Supported Living Group Home Evaluation, Companion Home Evaluation or both. **(Maximum points: 5)**
- 2) Please describe your skills and resources as they relate to the goals and objectives of this project. **(Maximum points: 5)**
- 3) Describe any experience that illustrates your time management skills and ability to complete evaluations and submit required reports in a timely manner. **(Maximum points: 5)**

3. Management, Experience and Qualifications Proposal (Section 3 of Proposal Binder)

General Requirements: In this section of the proposal, the Bidder is to discuss project organization and the knowledge, skills, abilities, and experience of the proposed team members. The contract(s) resulting from this procurement will require that any change in key staff (as identified in Bidder's response to this procurement) will be subject to prior AL TSA and/or DDA acceptance. The contract will also provide that the AL TSA and/or DDA may request that Bidder remove selected staff on one (1) day's notice and provide replacement staff without impacting the schedule.

Numbering of Responses. Please number each response so that it corresponds to the question number. The response must begin with a restatement of the question followed by the Bidder's response to the question. A reference to another section will not suffice, each answer must stand alone.

Attachments. Attachments must be labeled and tabbed and the question number to which it responds must be indicated.

Points Awarded for Responses. The number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

The total number of available points is 100

IMPORTANT NOTE: YOUR PROPOSAL, INCLUDING RESPONSES TO THESE QUESTIONS, SHOULD NOT CONTAIN ANY INDIVIDUALLY IDENTIFIABLE PROTECTED HEALTH INFORMATION.

- 1) Describe your experience, education and training in working with people with developmental disabilities by:
 - a. Explaining the length and kinds of experience, and your roles and responsibilities. Acceptable experience includes volunteering and parenting as well as working for pay. **(Maximum points: 5)**
 - b. Describing the context of your experience and the specific organizations, programs, or services with which you were involved. **(Maximum points: 5)**
 - c. Describing the roles of persons with whom you interacted and the issues, problems, and/or successes you encountered. **(Maximum points: 5)**
 - d. Describing your training and education in the areas of experience which you have identified. **(Maximum points: 5)**

- 2) Describe your program evaluation experience by:
 - a. Explaining the length and kinds of experience, and your roles and responsibilities. **(Maximum points: 5)**

- b. Describing the organizations with which you worked and the program you evaluated. **(Maximum points: 5)**
 - c. Describing the process and/or techniques you used for compiling and analyzing information. **(Maximum points: 5)**
 - d. Describing your training and education in this area. **(Maximum points: 5)**
- 3) Describe your experience in monitoring contractual and fiscal accountability by:
- a. Explaining the length and kinds of experience, and your roles and responsibilities. **(Maximum points: 5)**
 - b. Describing the organizations with which you worked and the process and/or techniques you used for compiling and analyzing information. **(Maximum points: 5)**
 - c. Describing your training and education in this area. **(Maximum points: 5)**
- 4) Describe your experience in interviewing by:
- a. Explaining the length and kinds of experience, and your roles and responsibilities. **(Maximum points: 5)**
 - b. Describing the purposes and settings in which you worked, the process and/or techniques you used, and the kind of information you solicited. **(Maximum points: 5)**
 - c. Describing your training and education in this area. **(Maximum points: 5)**
- 5) Describe your experience in presenting information to others by:
- a. Explaining the length and kinds of experience, and your roles and responsibilities. **(Maximum points: 5)**
 - b. Describing the purpose and settings of your presentations, the kind of information presented, and the process and/or techniques you used. **(Maximum points: 5)**
 - c. Describing your training and education in this area. **(Maximum points: 5)**
- 6) Describe your experience, skills and proficiency in each of the following, noting the specific skills you possess, and any training you have undertaken or plan to undertake prior to commencement of the contract. Please note that failure to demonstrate adequate proficiency may result in rejection of your proposal or may result in a reduced number of service requests under the Contract(s):
- a. Microsoft Outlook 2010 or later **(Maximum points: 5)**
 - b. Microsoft Word 2010 or later **(Maximum points: 5)**
- Written communication of information **(Maximum points: 5)**

SECTION D. EVALUATION

1. Evaluation Procedure

DSHS shall designate an evaluation team to review, evaluate and score Bidder Proposals. DSHS, at its sole discretion, will select finalists for an oral presentation, if oral presentations are held. Evaluators will evaluate and score the oral presentations of Bidders selected as finalists.

2. Proposal Evaluation

DSHS will initially screen each Proposal to determine if the Bidder has complied with the stated Administrative Requirements and Submittal Instructions. If a Proposal does not meet all Administrative Requirements for this RFQ, DSHS may consider the Proposal non-responsive and may withdraw it from consideration at any time. If a Proposal meets all Administrative Requirements, evaluators will score and award points up to the maximum points available for each question.

3. Scoring of Proposals

The maximum number of evaluation points available is 120. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the Proposal for evaluation purposes:

WRITTEN PROPOSAL

Technical Proposal – **15 Points**

Experience and Qualifications- **100 Points**

Sub-Total (for Written Proposal) 115 Points

Oral Presentations (If required) **20 Points**

TOTAL 135 Points

Your sub-total score for the written proposal will be the average of the scores of the evaluators who review your written proposal. Your final Total Evaluation Score will be the average points awarded for your written proposal, and your oral presentations if applicable.

4. Evaluation of Oral Presentations

DSHS may, after evaluating the written Proposals, elect to schedule oral presentations. The RFQ Coordinator will notify finalists of the date, time, and location of the oral presentations. If required, oral presentations may be conducted by telephone.

DSHS will select evaluators for the oral presentations based on their qualifications, experience, and background relevant to this RFQ. These evaluators may include evaluators who reviewed the written Proposals or DSHS staff who will work with the successful Bidder(s). Evaluators will score the oral presentations in accordance with RFQ requirements and evaluation criteria.

5. Final Determination of Apparently Successful Bidder(s)

DSHS program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, DSHS may consider past or current performance of any DSHS contracts by a finalist(s), and any experience of the program or DSHS in working with a finalist(s) under any past or current contract with DSHS.

DSHS management shall make the final determination as to which Bidder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Bidder(s).

In doing so, DSHS management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and DSHS management shall determine which Proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of the Aging and Disability Services Administration.

Any Bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, the reasons why DSHS selected a Bidder with a lower final score.



PERSONAL SERVICE CONTRACT

Exhibit B1

Residential Service Evaluators

DSHS Contract Number:

Resulting From Procurement Number:

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

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements			
<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

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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 – Personal Service Contracts:

DSHS General Terms and Conditions

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.
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. **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.
20. **Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
21. **Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

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

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

- 22. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until it has been approved by DES. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 23. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 24. 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

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for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

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

25. 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.

26. 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;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

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

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

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

28. 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.

29. 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.

HIPAA Compliance

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

30. Definitions.

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

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- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

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- 31. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 32. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
 - g. **Failure to Cure.** If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
 - h. **Termination for Cause.** Business Associate authorizes immediate termination of this Contract by

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

- i. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. **Obligations of Business Associate Upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

33. Individual Rights.

- a. **Accounting of Disclosures.**
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
 - (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

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

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 34. Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- 35. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 36. Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- 37. Breach Notification.**
- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures

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required by state or federal law.

- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

38. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "ALTSA" means the Aging and Long Term Services Administration, an administration within the Department of Social and Health Services of the State of Washington. The Residential Care Services Division of ALTSA certifies providers of Supported Living, Group Home and Group Training Home services
 - b. "Companion Home (CH) Services" shall refer to Services provided by a person who lives in the home of a person with a disability. Companion Homes are certified by the Developmental Disabilities Administration.
 - c. "DDA" means the Developmental Disabilities Administration within the Department of Social and Health Services of the State of Washington, which certifies Companion Homes.
 - d. "DSHS" means the Department of Social and Health Services. Unless otherwise indicated, actions required of DSHS under the Contract shall be performed by ALTSA, an administration within DSHS, through its Residential Care Services Division.
 - e. "Plan of Correction" (POC) means a written statement from DSHS indicating action(s) that must be taken by a Residential or Companion Home Services Provider in order to achieve compliance in response to identified regulatory or contractual deficiencies.
 - f. "Non-compliance" means the failure of a Residential Services or Companion Home Services Provider to substantially meet regulatory and/or contractual requirements.
 - g. "RCS" means Residential Care Services, a division within ALTSA.
 - h. "Residential Services" shall refer to the services provided by the provider of Supported Living and Group Home Services.
 - i. "Evaluation Services" shall refer to the on-site, outcome-based inspection and evaluation of Companion Home or Residential Services providers by Contractor as requested by DSHS.
 - j. "Supported living and Group Home (SLGH) Services" shall refer to Residential Services provided in Supported Living, Group Training Home, and Certified Group Home settings for persons with disabilities.
2. **Purpose.** The Contractor shall provide services consisting of inspection and evaluation of Residential Service settings for individuals with disabilities. Contractor shall inspect settings that are assigned to Contractor by DSHS and shall apply the standards provided to Contractor by the DSHS.
3. **Qualifications.**
 - a. The Contractor shall undergo a criminal history background check conducted by DSHS, as required by RCW 43.20A.710, at the commencement of the Contract and two years thereafter. DSHS shall have the right to terminate this Contract immediately upon receipt of an unsatisfactory result. In the case of Residential Services Evaluators, Contractor shall at all times possess and maintain the qualifications set forth in the RFQ including, but not limited to, a working knowledge and familiarity of the statutory, regulatory and policy framework relating to the provision of Residential Care Services.
 - b. In the case of Companion Home Evaluators, Contractor shall at all times possess and maintain the qualifications set forth in the RFQ including, but not limited to, a working knowledge and familiarity of the statutory, regulatory and policy framework relating to the provision of Companion Home Services.
4. **Service Requirements.**
 - a. The Contractor shall perform the Evaluation Services directly. The Contractor will not assign employees, subcontractors or volunteers to perform or otherwise participate in performing the Services under this Contract unless DSHS has granted written approval in advance of any such assignment. In the event of such approval, Contractor shall assure that a criminal history

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background check satisfactory to DSHS has been performed and documented with respect to any such individuals prior to their assignments.

- b. Contractor shall be reasonably available to perform Evaluation Services under this Contract. Not less than three months in advance of the relevant month, Contractor shall notify AL TSA in writing of the days on which Contractor shall be available to provide Evaluation Services. Except in cases of emergency or illness, Contractor shall maintain availability in accordance with such notification.
- c. Contractor shall work cooperatively with other Contracted evaluators in performing Services. Contractor shall maintain a professional demeanor at all times during the performance of its Evaluation Services.
- d. DSHS shall endeavor to coordinate Services requests in an equitable manner among Evaluation Services Contractors but shall be free to make requests in the manner that best serves the public interest and the needs of DSHS. Contractors' availability to accept assignments and the quality of Contractor Services provided including, but not limited to, the degree to which DSHS is able to accept Contractor's reports without requesting revisions, may be considered by DSHS in determining the volume of Services requests that are directed to any Contractor.

5. Statement of Work: Residential Services Evaluations

- a. The Contractor shall conduct Residential Services inspections and evaluations related to the certification of Residential Services Providers as follows:
 - (1) AL TSA/RCS may require that Services be provided in teams of Contractors ("evaluation teams") and shall determine the composition of each evaluation team, the number of contracted team members and the dates on which Contractor shall conduct on-site outcome-based evaluations of Residential Service Providers funded by AL TSA.
 - (2) AL TSA/RCS shall assign a minimum of 2 contracted evaluators assigned to conduct the evaluation of Residential Service facilities serving 21 or more individuals.
 - (3) The Contractor shall:
 - (a) Conduct professional and thorough inspections and evaluations, applying appropriate standards, based upon processes, principles, procedures and guidelines provided by DSHS in order to evaluate the operation and performance of a Residential Services Provider and based upon:
 - i. Applicable state statutes (RCW);
 - ii. Applicable state administrative rules and regulations (WAC);
 - iii. Provider Contracts.
 - (b) Orally communicate preliminary findings to the Agency in an informal manner.
 - (c) Provide AL TSA/RCS with a written report of the evaluation, as well as any related documentation or information (including but not limited to: notes, working papers, and supporting evidence) as requested by RCS. The report shall be in a format prescribed by DSHS, and shall be organized, comprehensive and clearly and concisely written using proper grammar and punctuation.
 - (d) Be available to discuss the evaluation with AL TSA/RCS while still on site, during production of the report and after the report is produced.
 - (e) Make revisions to the report until it is satisfactory to DSHS if DSHS indicates that it is insufficiently detailed or explained, fails to address applicable issues or requires organizational, clarifying, grammar or formatting improvements.
- b. The evaluation and report shall include any evidence of non-compliance by the Residential Services provider based upon:
 - (1) Observation of a representative sample of clients in each of Residential Services provider's homes, and during timeframes representative of their daily routines (e.g., meals, leisure activities, employment, etc.);
 - (2) Interviews with clients;
 - (3) Interviews with instruction and support staff;
 - (4) Interviews with family members, guardians and /or clients' friends;

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- (5) Review of the client's files including health, program activity, and financial records;
 - (6) Review of the Residential Services provider's policies and procedures, personnel records, and fiscal records.
- c. The evaluation and report may include, as needed, information from other significant people in the client's lives such as:
- (1) Residential Service provider Administrative staff
 - (2) ALTSA field services staff
 - (3) Professional staff contracted with ALTSA or the Agency
 - (4) Residential Services Provider's Board members
 - (5) County staff and/or board members, and
 - (6) Staff of vocational and/or educational programs with which the client or Residential Services provider is involved.
- d. The Contractor shall conduct and complete each evaluation in consecutive days, unless otherwise approved by ALTSA/RCS.
- e. The Contractor shall be required, as needed, to travel statewide, provide services during k early morning, late evening and weekend hours in order to accomplish the observations, interviews, record reviews, contacts and meetings as needed.
- f. The Contractor shall:
- (1) Supply their own computer and peripherals and implement and sign any necessary DSHS data security agreements required to utilize the Contractor's equipment in performing the Services.
 - (2) Lead and/or support an exit conference to orally communicate preliminary findings to the Residential Services provider in an informal manner and provide an opportunity for the interchange of information;
 - (3) Within five (5) working days of the exit conference, submit to ALTSA/RCS electronically and in accordance with DSHS data security requirements the completed report in its entirety followed by a hard copy with any related documentation or information (including but not limited to: notes, working papers, and supporting evidence). The report must be correctly and accurately produced in the program, format, and font specified by ALTSA/RCS;
 - (4) Provide RCS with feedback concerning the evaluation format, procedures and process as requested;
 - (5) Assist RCS in training new residential support service evaluators;
 - (6) Review and verify Agency regulatory compliance upon request by RCS; and
 - (7) Provide technical assistance to ALTSA/RCS staff and Residential Services providers when requested by ALTSA/RCS.

6. Consideration

- a. This contract is in effect State Fiscal Year 2015 through State Fiscal Year 2018 (July 1, 2015 through June 30, 2019)
- b. The total compensation payable to the Contractor for satisfactory performance of the work under this contract shall be up to a Contract Maximum Amount of Three Hundred Sixty Thousand **(\$360,000) Dollars, not to exceed Ninety thousand (\$90,000) dollars per State Fiscal Year**, which includes all Contractor fees and expenses. Compensation shall be paid as provided in paragraph c. below.
- c. The Contractor's compensation for services rendered is as follows:
 - (1) Evaluation Services shall be compensated at a flat fee of \$1,450.00 per evaluation (inclusive of all expenses, including travel).
 - (2) Hourly Services. In addition to flat fees payable for evaluation services, Contractor shall be paid at an hourly rate of \$36.25 per hour (inclusive of all expenses, including travel) for services specifically requested in writing by DSHS as follows:
 - (3) Participation in mandatory training sessions;
 - (4) Review and verification of Residential Services provider regulatory compliance assigned in addition to regularly scheduled certification evaluation;

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- (5) On-site compliance reviews;
- (6) Technical assistance to the DSHS;
- (7) Attendance at conferences when requested by RCS; and
- (8) Additional follow up and other services requested by AL TSA/RCS.

7. Billing and Payment

- a. The Contractor shall submit billings for evaluations and hourly work in the manner prescribed and on forms provided by AL TSA/RCS. Billings shall be submitted to the AL TSA/RCS program manager, and AL TSA shall pay the Contractor upon receipt and approval of the evaluation report or other compliance report and related documents.
- b. Contractor shall submit billings for hourly services in accordance with preauthorization that has been extended by AL TSA/RCS. Failure to receive preauthorization for hourly services may result in rejection of Contractor's bills.
- c. AL TSA/RCS shall not be required to process an invoice for payment until the Contractor has submitted an acceptable report of its Evaluation Services in terms of format, thoroughness, clarity, organization and grammar.
- d. Payment shall be considered timely if made by DSHS within 30 days after receipt of properly completed A-19 invoice documents and receipt of an acceptable report by DSHS. Payment shall be sent to the address designated by the Contractor.
- e. DSHS may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.
- f. The Contractor shall not bill the State for any Services or hours that duplicate Services or hours charged to the State of Washington under any other contract or agreement.

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Exhibit A – Data Security Requirements

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

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

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- 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

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- (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.

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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.



PERSONAL SERVICE CONTRACT
EXHIBIT B2

DSHS Contract Number:

Resulting From Procurement Number:
1534-544

Companion Home Evaluator Services

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

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	
<p>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</p> <p><input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements</p>			
<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.

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- 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:

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- (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

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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

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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.

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Additional General Terms and Conditions – Personal 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.
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. **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.
20. **Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
21. **Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

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

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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.

- 22. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until it has been approved by DES. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 23. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 24. 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.)

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- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.
- 25. 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.
- 26. 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;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.
 - e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.
- 27. 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.

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- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

28. 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.

29. 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.

HIPAA Compliance

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

30. Definitions.

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

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includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

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

- 31. Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 32. Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
 - g. **Failure to Cure.** If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the

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Subcontract, if feasible.

- h. **Termination for Cause.** Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. **Obligations of Business Associate Upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

33. Individual Rights

- a. **Accounting of Disclosures.**
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

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- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

- 34. Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).
- 35. Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- 36. Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

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37. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

38. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "ALTSA" means the Aging and Long Term Services Administration, an administration within the Department of Social and Health Services of the State of Washington. The Residential Care Services Division of ALTSA certifies providers of Supported Living, Group Home and Group Training Home services
 - b. "Companion Home (CH) Services" shall refer to Services provided by a person who lives in the home of a person with a disability. Companion Homes are certified by the Developmental Disabilities Administration.
 - c. "DDA" means the Developmental Disabilities Administration within the Department of Social and Health Services of the State of Washington, which certifies Companion Homes
 - d. "DSHS" means the Department of Social and Health Services. Unless otherwise indicated, actions required of DSHS under the Contract shall be performed by ALTSA, an administration within DSHS, through its Residential Care Services Division.
 - e. "Plan of Correction" (POC) means a written statement from DSHS indicating action(s) that must be taken by a Residential or Companion Home Services Provider in order to achieve compliance in response to identified regulatory or contractual deficiencies.
 - f. "Non-compliance" means the failure of a Residential Services or Companion Home Services Provider to substantially meet regulatory and/or contractual requirements.
 - g. "RCS" means Residential Care Services, a division within ALTSA.
 - h. "Residential Services" shall refer to the services provided by the provider of Supported Living, Group Home or Group Training Home Services.
 - i. "Evaluation Services" shall refer to the on-site, outcome-based inspection and evaluation of Companion Home or Residential Services providers by Contractor as requested by DSHS.
2. **Purpose.** The Contractor shall provide services consisting of inspection and evaluation of Companion Home Service settings for individuals with disabilities. Contractor shall inspect settings that are assigned to Contractor by DSHS and shall apply the standards provided to Contractor by the DSHS.
3. **Qualifications.**
 - a. The Contractor shall undergo a criminal history background check conducted by DSHS, as required by RCW 43.20A.710, at the commencement of the Contract and two years thereafter. DSHS shall have the right to terminate this Contract immediately upon receipt of an unsatisfactory result. In the case of Residential Services Evaluators, Contractor shall at all times possess and maintain the qualifications set forth in the RFQ including, but not limited to, a working knowledge and familiarity of the statutory, regulatory and policy framework relating to the provision of Residential Services.
 - b. In the case of Companion Home Evaluators, Contractor shall at all times possess and maintain the qualifications set forth in the RFQ including, but not limited to, a working knowledge and familiarity of the statutory, regulatory and policy framework relating to the provision of Companion Home Services.

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4. Service Requirements.

- a. The Contractor shall perform the Evaluation Services directly. The Contractor will not assign employees, subcontractors or volunteers to perform or otherwise participate in performing the Services under this Contract unless DSHS has granted written approval in advance of any such assignment. In the event of such approval, Contractor shall assure that a criminal history background check satisfactory to DSHS has been performed and documented with respect to any such individuals prior to their assignments.
- b. The Contractor shall be reasonably available to perform Evaluation Services under this Contract. Not less than three months in advance of the relevant month, Contractor shall notify DDA in writing of the months within which the Contractor shall be unavailable to provide Evaluation Services. Otherwise, except in cases of emergency or illness, the Contractor shall maintain availability in accordance with such notification.
- c. The Contractor shall work cooperatively with other Contracted evaluators in performing Services. The Contractor shall maintain a professional demeanor at all times during the performance of its Evaluation Services.
- d. DSHS shall endeavor to coordinate Services requests in an equitable manner among Evaluation Services Contractors but shall be free to make requests in the manner that best serves the public interest and the needs of DSHS. The Contractors' availability to accept assignments and the quality of Contractor Services provided including, but not limited to, the degree to which DSHS is able to accept Contractor's reports without requesting revisions, may be considered by DSHS in determining the volume of Services requests that are directed to any Contractor.

5. Statement of Work: Companion Home Evaluations

- a. The Contractor shall conduct Residential Services inspections and evaluations related to the certification of Companion Home Providers as follows:
 - (1) Services shall be provided individually except in unusual cases when DDA may assign a second Contracted evaluator to participate in an evaluation. Contractor shall conduct on-site outcome-based evaluations of Companion Homes funded by DDA.
- b. The Contractor shall:
 - (1) Conduct professional and thorough inspections and evaluations, applying appropriate standards, based upon processes, principles, procedures and guidelines provided by DSHS in order to evaluate the operation and performance of a Companion Home and based upon:
 - (a) Applicable state statutes (RCW);
 - (b) Applicable state administrative rules and regulations (WAC);
 - (c) Provider Contracts.
 - (2) Orally communicate preliminary findings to the Agency in an informal manner.
 - (3) Provide DDA with a written report of the evaluation, as well as any related documentation or information (including but not limited to: notes, working papers, and supporting evidence) as requested by DDA. The report shall be in a format prescribed by DSHS, and shall be organized, comprehensive and clearly and concisely written using proper grammar and

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punctuation.

- (4) Be available to discuss the evaluation with DDA while still on site, during production of the report and after the report is produced.
 - (5) Make revisions to the report until it is satisfactory to DSHS if DSHS indicates that it is insufficiently detailed or explained, fails to address applicable issues or requires organizational, clarifying, grammar or formatting improvements.
- c. The evaluation and report shall include any evidence of non-compliance by the Companion Home provider based upon:
- (1) Observation of clients in each Companion Home during timeframes representative of their daily routines (e.g., meals, leisure activities, employment, etc.);
 - (2) Interviews with clients;
 - (3) Interviews with instruction and support staff;
 - (4) Interviews with family members, guardians and /or clients' friends;
 - (5) Review of the client's files including health, program activity, and financial records;
 - (6) Review of the Companion Home s policies and procedures, personnel records, and fiscal records, as applicable.
- d. The evaluation and report may include, as needed, information from other significant people in the client's lives such as:
- (1) DDA field services staff
 - (2) Professional staff contracted with DDA or the Companion Home
 - (3) Companion Home Board members
 - (4) Vocational and/or educational programs with which the client or Companion Home is involved.
- e. The Contractor shall conduct and complete each evaluation in consecutive days, unless otherwise approved by DDA.
- f. The Contractor shall be required, as needed, to travel statewide, provide services during k early morning, late evening and weekend hours in order to accomplish the observations, interviews, record reviews, contacts and meetings as needed.
- g. The Contractor shall:
- (1) Supply their own computer and peripherals and implement and sign any necessary DSHS data security agreements required to utilize the Contractor's equipment in performing the Services.
 - (2) Lead and/or support an exit conference to orally communicate preliminary findings to the Companion Home provider and DDA Resource Management in an informal manner and provide an opportunity for the interchange of information;

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- (3) Within five (5) working days of the exit conference, submit to DDA electronically and in accordance with DSHS data security requirements the completed report in its entirety followed by a hard copy with any related documentation or information (including but not limited to: notes, working papers, and supporting evidence). The report must be correctly and accurately produced in the program, format, and font specified by DDA;
- (4) Provide DDA with feedback concerning the evaluation format, procedures and process as requested;
- (5) Assist DDA in training new residential support service evaluators;
- (6) Review and verify Companion Home regulatory compliance upon request by DDA; and
- (7) Provide technical assistance to DDA staff and Companion Homes when requested by DDA.

6. Consideration

- a. This contract is in effect State Fiscal Year 2016 through State Fiscal Year 2019 (July 1, 2015 through June 30, 2019).
- b. The total compensation payable to the Contractor for satisfactory performance of the work under this contract shall be up to a Contract Maximum Amount of One Hundred Thousand (**\$100,000**) Dollars, not to exceed Twenty-Five thousand (**\$25,000**) dollars per State Fiscal Year, which includes all Contractor fees and expenses. Compensation shall be paid as provided in paragraph c. below.
- c. The Contractor's compensation for services rendered is as follows:
 - (1) Evaluation Services shall be compensated at a flat fee of \$850.00 per evaluation (inclusive of all expenses, including travel).
 - (2) Hourly Services. In addition to flat fees payable for evaluation services, Contractor shall be paid at an hourly rate of \$36.25 per hour (inclusive of all expenses, including travel) for services specifically requested in writing by DSHS as follows:
 - (3) Participation in mandatory training sessions;
 - (4) Review and verification of provider regulatory compliance assigned in addition to regularly scheduled certification evaluations;
 - (5) On-site compliance reviews;
 - (6) Technical assistance to the DSHS;
 - (7) Attendance at conferences when requested by RCS; and
 - (8) Additional follow up or other services requested by DDA.

7. Billing and Payment

- a. The Contractor shall submit billings for evaluations and hourly work in the manner prescribed and on forms provided by DDA. Billings shall be submitted to the DDA program manager, and DDA shall pay the Contractor upon receipt and approval of the evaluation report or other compliance

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report and related documents.

- b. Contractor shall submit billings for hourly services in accordance with preauthorization that has been extended by DDA. Failure to receive preauthorization for hourly services may result in rejection of Contractor's bills.
- c. DDA shall not be required to process an invoice for payment until the Contractor has submitted an acceptable report of its Evaluation Services in terms of format, thoroughness, clarity, organization and grammar.
- d. Payment shall be considered timely if made by DSHS within 30 days after receipt of properly completed A-19 invoice documents and receipt of an acceptable report by DSHS. Payment shall be sent to the address designated by the Contractor.
- e. DSHS may, at its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.
- f. The Contractor shall not bill the State for any Services or hours that duplicate Services or hours charged to the State of Washington under any other contract or agreement.

Special Terms and Conditions

Exhibit A – Data Security Requirements

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

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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.

EXHIBIT C: MAP FOR DELIVERY OF PROPOSALS

The attached map is intended to provide assistance to persons who are delivering their proposals. Please note that personal delivery of proposals is not required. Please refer to the RFQ for information about mailing or emailing your proposal.

If your proposal is delivered, it should be taken to the information desk on the main floor of Office Building 2. The address for this building is:

Office Building 2 (OB-2) - Human Services Building (HSB)
1115 Washington Street SE
Olympia WA 98504

From interstate 5:

1. Take the State Capitol exit 105A. This exit will place you on 14th Avenue. At the roundabout, **take the first exit on your right** onto Jefferson Street.
2. Continue for one block and turn left onto 11th.
3. Turn left onto Washington Street.



4. The **Visitor Parking** is on the left (see picture above). **Parking cost is \$1.50/per hour** the parking meter accepts quarters, dollars (but not bills bigger than one dollar); Visa or MasterCard credit/debit is also accepted. Parking receipt must be placed in the upper left corner of your dash board so it's clearly visible.

Walk from Visitor Parking to OB-2

1. From the parking meter/pay station, turn to your right to follow walkway to get out of the Visitor Parking lot to the sidewalk near the street where you entered the parking lot. Immediately after you walk out of the parking lot, turn left to stay on the sidewalk (do not cross Washington Street). Stay on the sidewalk to walk up a few steps. At the top of the stairs turn to your left. After you pass the building on your right, look for a blue and white sign

that says "Office Building 2 / Written and Oral Language Testing" on a low wall. Follow the sign to the Entrance to the Underground Walkway (see picture below). [Aerial map from the Visitor Parking lot to the Underground Walkway.](#)

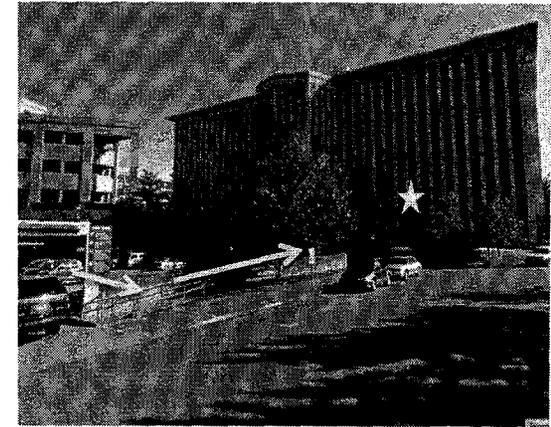
2. Enter Office Building 2 (OB-2) through the underground walkway (below).
3. You will proceed straight (into the underground parking area, by going through 2 doors) and follow the path and blue and white signs to the left into OB-2.
4. Go up one floor to the information desk on the main floor. Please inform the receptionist that your envelope is for Central Contracts and Legal Services.

Note: If you need additional assistance or are unable to find the testing location, please call 360.902.8400.



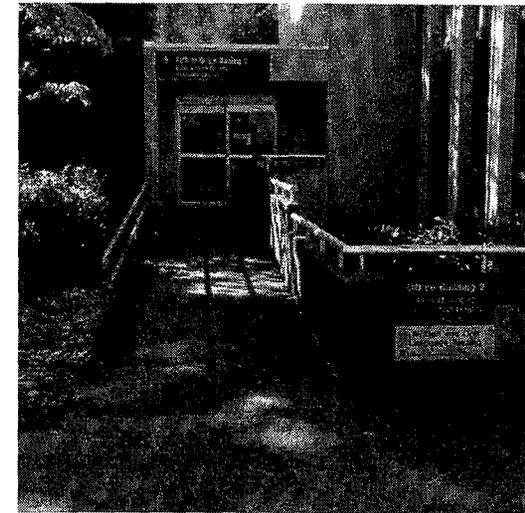
©2014 Google

- ❖ From the Parking lot, walk onto Washington St SE, and turn left
- ❖ Walk along sidewalk, go up the steps, and turn left
- ❖ Walk past the building on the right, and look for white and blue signs to Office Building 2
- ❖ Follow the signs throughout the underground walkway to Office Building 2



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Take a left at the top of the stairs (yellow star).



Entrance to the Underground Walkway

This entrance is found once you walk past the Washington Licensing Department building, on your right.

Contractor Intake Instructions

Exhibit D
Contractor Intake Form

All New DSHS Contractors must:

- Complete, sign and submit the **Intake Form** to the **Department of Social and Health Services (DSHS)**.
- Register in the **Statewide Payee Registration System**. This system is maintained by the Washington State Department of Enterprise Services (DES) to process payments for all Washington state agencies. To register, **follow the online instructions at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>**. You must complete this step in order to be paid.

Please **do not** return this DSHS Contractor Intake Form to DES; they will **not** process it.

All **Existing DSHS Contractors** who have changed their business name or business organization, or experienced other significant changes, **must:**

- Update their information in the **Statewide Payee Registration System** by following the instructions at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
- Complete, sign and submit a new **Contractor Intake** form to the **Department of Social and Health Services (DSHS)**.

Section One: Contractor Name/Business Organization

1. Contractor name.

- For an Individual or Sole Proprietor, enter your name as shown on your Social Security card on the "Name" line. Sole Proprietors provide Last Name, First Name, Middle Name, and Suffix.
- Other entities. Enter your business name as shown on the legal document creating the entity.

2. Business Organization. Please mark only one.

- If you are a nonresident alien foreign person or a business entity established in another state or country, the IRS may require you to complete Form W-8.
- If you are a Non-profit Corporation or a Faith-Based Non-Profit Corporation **attach a copy of your 501(c) status**.

3. Taxpayer Identification Number (TIN).

- Individual or Sole Proprietor - If you are a sole proprietor you may enter either your Social Security Number (SSN), or if you have one, your federal Employer Identification Number (EIN).
- Other Business Entities - Enter the entity's Employer Identification Number (EIN). If the entity does not have an EIN, enter the SSN of the owner of the business.
- Resident alien. - If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the SSN box.

4. Default Reported, Fiscal Year, UBI Number, and Business License

- List any contracts that you have had with the state that have been terminated for default.
- Provide your fiscal year end date.
- Provide your Washington State Uniform Business Identifier (UBI) Number.
- **Attach a copy of your State Master Business License**. You may be exempt from registering with the State of Washington under certain circumstances. For more information review: <http://bls.dor.wa.gov/faqlicense.aspx>

Section Two: Contractor Primary Address Enter the primary address information of your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific address in addition to your primary one, please do so in Section Five.

Section Three: Contractor Ownership Check those that, in your opinion, apply to your organization. If you have a certification number, please provide that also. For the definition of microbusiness, minibusiness and small business, See RCW 39.26.010 (19), (20) and (21)

Section Four: Contractor Contact Person(s) Enter the primary contact information, and job title, for your business. If you are completing this form for a new DSHS contract, and you want to provide a contract-specific contact person other than your primary one, please do so in Section Five.

Section Five: Additional Information

1. **Contractor Additional Addresses.** If applicable, provide additional addresses used for DSHS Contracts.
2. **Contractor Additional Staff.** If applicable, provide additional staff information for DSHS Contracts. Additional staff may include those who have authority to sign a DSHS contract on behalf of the business, and are referred to as a signatory.

Section Six: Contractor Certification You must sign, date, and return this form before DSHS will issue a contract.

Contractor Intake

Section One: Contractor Name/Business Organization (DSHS staff enter on ACD Intake Detail screen)

1. CONTRACTOR NAME		DBA OR FACILITY NAME															
<p>2. BUSINESS ORGANIZATION</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Individual or Sole Proprietor</td> <td style="width: 50%; border: none;"><input type="checkbox"/> General Partnership</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Non-Profit Corporation (Attach a copy of 501(c) status)</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Partnership (LLP)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> For Profit Corporation</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Limited Partnership (LLLLP)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Faith Based (FBO) Non-Profit Corporation</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Company, filing as a Corporation</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Faith Based (FBO) Unincorporated</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Company, filing as a Partnership</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Governmental Entity</td> <td style="border: none;"><input type="checkbox"/> Limited Liability Company, filing as a Sole Proprietor</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Foreign Person or Entity</td> <td></td> </tr> </table> <p style="text-align: center;">If your business is NOT a sole proprietorship, attach a list of the partners, members, directors, officers, and board members.</p>				<input type="checkbox"/> Individual or Sole Proprietor	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Non-Profit Corporation (Attach a copy of 501(c) status)	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Limited Liability Limited Partnership (LLLLP)	<input type="checkbox"/> Faith Based (FBO) Non-Profit Corporation	<input type="checkbox"/> Limited Liability Company, filing as a Corporation	<input type="checkbox"/> Faith Based (FBO) Unincorporated	<input type="checkbox"/> Limited Liability Company, filing as a Partnership	<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Limited Liability Company, filing as a Sole Proprietor	<input type="checkbox"/> Foreign Person or Entity	
<input type="checkbox"/> Individual or Sole Proprietor	<input type="checkbox"/> General Partnership																
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<input type="checkbox"/> Governmental Entity	<input type="checkbox"/> Limited Liability Company, filing as a Sole Proprietor																
<input type="checkbox"/> Foreign Person or Entity																	
<p>3. TAXPAYER IDENTIFICATION NUMBER (TIN)</p> <p>Enter your TIN in the appropriate box.</p> <ul style="list-style-type: none"> • For individuals, this may be your Social Security Number (SSN). • For other entities, it is your Employer Identification Number. 	<p>Social Security Number</p> <p>OR</p> <p>Employer Identification Number</p>	<p>_____</p> <p>(Enter all 9 numbers, NO DASHES)</p> <p>_____</p> <p>(Enter all 9 numbers, NO DASHES)</p>															
<p>4. DEFAULT REPORTED, FISCAL YEAR, UBI NUMBER, AND BUSINESS LICENSE</p> <p>Have you had any contract with the state terminated for default? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a list of terminated contracts with an explanation why each contract was terminated.</p> <p>Is your fiscal year end the same as the calendar year (January 1 through December 31)? <input type="checkbox"/> Yes <input type="checkbox"/> No If the answer is no, what is your fiscal year end date? _____</p> <p>What is your Washington State Uniform Business Identifier (UBI) Number? _____ (Enter all 9 numbers, NO DASHES)</p> <p>Attach a copy of your current Washington State Master Business License.</p> <p>If you do not have a Washington State Master Business License, explain below why you are exempt from registering your business with the State of Washington. (See page 1 for information on exemptions.)</p>																	

Section Two: Contractor Primary Address (DSHS staff enter on ACD Intake Detail screen)

CONTRACTOR PRIMARY ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER)	
CITY, STATE, AND ZIP CODE	
EMAIL ADDRESS	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
PHONE NUMBER (INCLUDE AREA CODE) ()	FAX NUMBER (INCLUDE AREA CODE) ()

Section Three: Contractor Ownership Type			(DSHS staff enter, as applicable, on ACD Intake Detail screen)																										
<p>In your opinion, do you consider your business to be one or more of the following? If so, please check the boxes that apply.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: center; width: 5%;">YES</td> <td style="text-align: center; width: 15%;">NO</td> </tr> <tr> <td>Disadvantaged Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Woman Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Minority Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Veteran Owned Business Enterprise</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Community Based Organization</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Microbusiness</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Minibusiness</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Small Business</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		YES	NO	Disadvantaged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Woman Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Minority Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Veteran Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>	Community Based Organization	<input type="checkbox"/>	<input type="checkbox"/>	Microbusiness	<input type="checkbox"/>	<input type="checkbox"/>	Minibusiness	<input type="checkbox"/>	<input type="checkbox"/>	Small Business	<input type="checkbox"/>	<input type="checkbox"/>	<p>If your business is Certified by Washington State's Office of Minority and Women Owned Business Enterprises (OMWBE) http://www.omwbe.wa.gov, or Department of Veterans Affairs (DVA), enter the certification number.</p> <hr/> <hr/> <hr/>	
	YES	NO																											
Disadvantaged Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Woman Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
Minority Owned Business Enterprise	<input type="checkbox"/>	<input type="checkbox"/>																											
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Minibusiness	<input type="checkbox"/>	<input type="checkbox"/>																											
Small Business	<input type="checkbox"/>	<input type="checkbox"/>																											

Section Four: Contractor Primary Contact Person	(DSHS staff enter on ACD Intake Detail screen)
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Primary contact person is a(n): <input type="checkbox"/> Owner <input type="checkbox"/> Officer or Board Member <input type="checkbox"/> Partner <input type="checkbox"/> Staff Member <input type="checkbox"/> Elected Official <input type="checkbox"/> Other (please identify) _____ (DSHS staff enter as applicable on ACD)	
Is the primary contact person authorized to sign contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No	
PRIMARY CONTACT NAME AND JOB TITLE	PHONE NUMBER (INCLUDE AREA CODE) ()
FAX NUMBER (INCLUDE AREA CODE) ()	PRIMARY CONTACT EMAIL ADDRESS
PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()

Section Five: Additional Information	(DSHS staff enter on Intake Detail – Sub Information Summary screens)
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1. ADDITIONAL CONTRACTOR ADDRESSES: IF YOU HAVE MORE THAN TWO ADDITIONAL ADDRESSES, YOU MAY <u>ATTACH</u> A LISTING OF ADDITIONAL ADDRESSES.	
ADDRESS DESCRIPTION <input type="checkbox"/> Billing address <input type="checkbox"/> Facility address <input type="checkbox"/> Mailing address	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER) CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) ()	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) ()	EMAIL ADDRESS
ADDRESS DESCRIPTION <input type="checkbox"/> Billing address <input type="checkbox"/> Facility address <input type="checkbox"/> Mailing address	ADDITIONAL ADDRESS (NUMBER, STREET, AND APARTMENT OR SUITE NUMBER) CITY, STATE, AND ZIP CODE
PHONE NUMBER (INCLUDE AREA CODE) ()	COUNTY WHERE PRIMARY ADDRESS IS (FOR OUT-OF-STATE CONTRACTORS)
FAX NUMBER (INCLUDE AREA CODE) ()	EMAIL ADDRESS

2. ADDITIONAL STAFF: IF YOU HAVE MORE THAN TWO ADDITIONAL STAFF (LISTED BELOW), WHO ARE ALSO RELEVANT TO YOUR DSHS CONTRACTS, PLEASE PROVIDE INFORMATION ABOUT THOSE STAFF ON A SEPARATE PAGE.

Additional staff person is a(n):
 Officer or Board Member Partner Staff Member Elected Official
 Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? Yes No

Is the additional staff a contact for DSHS contracts? Yes No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ()
-----------------------	--

FAX NUMBER (INCLUDE AREA CODE) ()	ADDITIONAL STAFF EMAIL ADDRESS
--	--------------------------------

PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()
--	---

Additional staff person is a(n):
 Officer or Board Member Partner Staff Member Elected Official
 Other (please identify) _____ (DSHS staff enter as applicable on ACD)

Is the additional staff authorized to sign contracts? Yes No

Is the additional staff a contact for DSHS contracts? Yes No

ADDITIONAL STAFF NAME	PHONE NUMBER (INCLUDE AREA CODE) ()
-----------------------	--

FAX NUMBER (INCLUDE AREA CODE) ()	ADDITIONAL STAFF EMAIL ADDRESS
--	--------------------------------

PAGER NUMBER (INCLUDE AREA CODE) ()	CELLULAR PHONE NUMBER (INCLUDE AREA CODE) ()
--	---

Section Six: Contractor Certification (DSHS staff enter on ACD Intake Detail as Intake Form Date)

You must sign, date, and return this form.

I certify, under penalty of perjury as provided by the laws of the State of Washington, that all of the foregoing statements are true and correct, and that I will notify DSHS of any changes in any statement.

SIGNATURE	DATE	PRINTED NAME
		TITLE

- ATTACHED SUPPORTING DOCUMENTATION CHECKLIST**
- Copy of your W-9 - Request or Taxpayer Identification Number and Certification
 - Copy of statement showing non-profit 501(c) status (if applicable)
 - List of partners, members, directors, officers, and board members (not applicable to sole proprietors)
 - Copy of your Washington State Master Business License or proof of exemption
 - List of any contracts you have had with the state that have been terminated for default, including a brief explanation (if applicable)
 - List of Additional Addresses (if applicable)
 - List of Additional Staff (if applicable)
 - Copy of your Certificate of Insurance (if applicable)

Residential Service Guidelines

The Division of Developmental Disabilities wants people who receive residential services to experience these benefits:

- Health and Safety
- Personal Power and Choice
- Personal Value and Positive Recognition By Self and Others
- A Range of Experiences Which Help People Participate in the Physical and Social life of Their Communities
- **Good Relationships** with Friends and Relatives
- **Competence** to Manage Daily Activities and Pursue Personal Goals

EXHIBIT F: SAMPLE BID SUBMISSION LETTER

BIDDERS SHOULD USE THEIR BUSINESS LETTERHEAD

DATE

BIDDER NAME

ADDRESS OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

BIDDER'S TELEPHONE NUMBER

BIDDER'S FAX NUMBER

BIDDER'S EMAIL ADDRESS

CONTACT PERSON FOR RFQ, IF DIFFERENT FROM BIDDER

RE: Section 1: Submittal Letter for RFQ 1534-544

Dear Sir or Madam:

1. Enclosed please find my proposal submitted with respect to the above Request for Qualifications. I am seeking a contract for:

___ALTSA/Residential Services (SLGH) Evaluator Services

___DDA Companion Home (CH) Evaluator Services

___Both ALTSA Residential Services Evaluator Services and DDA Companion Home Evaluator Services

2. I have read RFQ 1534-544. In submitting this Proposal, I accept all terms and conditions of this Request for Qualifications including those set forth in the following amendments which I have downloaded (please complete, indicating if no amendments were issued):

Amendment Number

Date Issued

___No Amendments were issued with respect to this RFQ

3. I represent that I am willing and able to perform evaluations as assigned and to provide the services described in the RFQ at the rates specified in Section A.5. of this RFQ

4. I do not have a financial interest in or other relationship with any provider of residential, employment or other direct support services for persons with disabilities contracted or licensed by DDA or AL TSA.
5. I understand that I will be asked to evaluate facilities/programs throughout Washington and may be required to remain overnight in the vicinity of the facility/program until the evaluation is completed.
6. Statement with regard to current or former state employees:

I do not employ (or contract with) any current or former state employees.
OR

I employ (or contract with) the following current or former state employees. If this box is checked, describe the following with regard to each individual:

Name of the employee or subcontractor

The individual's employment history with the State of Washington

A statement of the individual's involvement with the response to the RFQ

A statement of the individual's proposed role in providing the services under a contract resulting from this solicitation.

7. I am identifying the following numbered pages of my proposal as containing information I consider proprietary and have placed the word "Proprietary" in the lower right hand corner of each of these identified pages: _____ (LIST THE PAGES SO IDENTIFIED)

8. The following materials and enclosures are included with my Proposal:

completed and Signed Bidder Certification and Assurances Form with any necessary attachments (See Exhibit A)

Section 2: Technical Proposal

Section 3: Management Experience and Qualifications Proposal

List of three references of entities for which I have performed services similar to those solicited in this RFQ. My list includes the name, address and telephone number of each reference as well as a description and dates of services provided for each reference.

___ Completed and Signed Contractor Intake Form

___ Additional Materials included with proposal (Please list with specificity):

9. My proposal contains the following variations from the terms of the RFQ 1534-544: (list with specificity and include page number of proposal containing the variation)_____

10. If the individual signing this Submittal Letter is not the Bidder, he or she is authorized to bind the Bidder's firm contractually.

Sincerely,

(Original Signature)

Typed Name and Title of Bidder or Authorized Representative