

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>IT SERVICES CONTRACT</h2>	DSHS Contract Number: <input checked="" type="checkbox"/> Resulting From Competition Number: 2223-808 <input type="checkbox"/> Competition Exempt <input type="checkbox"/> Sole Source	
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 43.19 and 43.105 RCW.		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?		CDA NUMBERS	
CONTRACT START DATE 07/01/2023	CONTRACT END DATE 05/30/2028	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 Exhibit, Exhibit B – Federal Tax Information Security Requirements, Exhibit C – Statement of Work, Exhibit D –Personnel Requirements, Exhibit E – Service Level Requirements, Exhibit F - Cost Structure			
The terms and conditions of this Contract are an integration of and constitute the final, entire and exclusive understanding of the agreement between the parties, superseding and merging all previous agreements, writings, and communications between the parties made prior to or at the signing of this Contract. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.			
CONTRACTOR SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE 		DATE SIGNED
DSHS SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE 		DATE SIGNED

General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "Deliverables" means software, extensions, interfaces, custom-developed software, documentation, designs, diagrams, configurations, functional specifications, technical specifications, data transformations, data aggregations, schematics, architectural renderings, prototypes, screen layouts, hardware, appliance, or other physical material or equipment, and other documents and materials developed, provided, or prepared by Contractor, either alone or jointly with DSHS pursuant to the Contract.
 - h. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - i. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - j. "Personal Information" means information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information, 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.
 - k. "Physically Secure" means that access is restricted through physical means to authorized individuals only.

General Terms and Conditions

- l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "RFP" means DSHS RFP #2223-808 Request for Proposals for ACES Maintenance and Operations.
 - o. "RFP Bidder Response" means Contractor's response to DSHS RFP #2223-808 Request for Proposals for ACES Maintenance and Operations.
 - p. "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.
 - q. "Services" means the tasks and services to be performed by Contractor as described in this contract.
 - r. "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.
 - s. "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.
 - t. "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.
 - u. "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 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.

General Terms and Conditions

- 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.

- a. **COVID-19 Vaccination Requirement.** Contractor shall abide by the vaccination requirements of Governor Jay Inslee's Proclamation 21-14 and all subsequent amendments. After October 18, 2021 Contractor Staff who are reasonably likely or contractually obligated to engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by a State Agency, an operator of an Educational Setting, or an operator of a Health Care Setting as defined in the Proclamation must be fully vaccinated against COVID-19 unless they have been granted a valid disability or religious accommodation by Contractor. Contractor shall obtain a copy of, or visually observe proof of full vaccination against COVID-19 for all Staff who are subject to the vaccination requirement in the Governor's Order. Contractor shall follow the requirements for granting disability and religious accommodations to Contractor's Staff that apply to State Agencies under the Governor's Order. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into the employer's compliance with these requirements, including by providing information and records upon request, except any information or records that the employer is prohibited by law from disclosing.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

General Terms and Conditions

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

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

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

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

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

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

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

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

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

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

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

General Terms and Conditions

- 10. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 11. Records Retention, Audit, and Access Requirements.**
- a. Contractor agrees to the conditions of all applicable DSHS, State and federal regulations regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor agrees to the following terms regarding retention of records and access for DSHS, State and federal government officials.
- (1) Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Agreement and the performance of the Services described herein, including documentation that sufficiently and properly reflects all direct and indirect costs billed to DSHS during the performance of this Agreement and shall retain all such records for six years after the expiration or termination of this Agreement. If any litigation, claim or audit is started before the expiration of the six year period, the records must be retained for one year following the termination of all litigation, claims, or audit findings, including all appeals, involving the records.
 - (2) At no additional cost, these records, including materials generated under this Agreement, are subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DSHS, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation or agreement. Contractor shall provide such books, records, reports, and other compilations of data pursuant to this Agreement for purposes that include but are not limited to: (a) monitoring Contractor performance in accordance with state and federal law (e.g., 42 USC 1396a(a)(30)); (b) conducting performance evaluation activities of Contractor; and (c) conducting audits of Contractor.
 - (3) During the term of this Agreement, access to the records will be provided within Thurston County. During the six year period after this Agreement term or one year term following litigation, delivery of and access to these items will be at no cost to DSHS. Contractor is responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors. Records from Subcontractors are not required to be retained by Contractor within Thurston County so long as access is provided to DSHS in Thurston County in a timely manner and such delivery of and access to these items in Thurston County is at no cost to DSHS.
 - (4) Contractor shall include the records retention and review requirements of this section in any of its subcontracts with Subcontractors. Contractor personnel shall accompany any DSHS personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges for services rendered in connection with an audit requested by DSHS.
 - (5) Books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors are excluded from DSHS's review unless the cost or any other material matter under this Agreement is calculated or derived from these factors.
 - (6) Contractor shall provide right of access to its facilities to DSHS or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order

General Terms and Conditions

to monitor and evaluate performance, compliance or quality assurance under this Agreement.

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, 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 Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract 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 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:

- a. At DSHS's discretion, the Contract may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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 CCLS Chief or designee has the authority to waive any term or

General Terms and Conditions

condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – IT Services Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Commencement of Work.** No work shall be performed by the Contractor until the Contract is executed by the Contractor and DSHS and received by DSHS.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
21. **Contractor Commitments, Warranties and Representations.** Contractor represents, covenants and warrants that any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Contractor includes but is not limited to: (i) prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by the Contractor in its RFP Bidder Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Bid or used to effect the sale to DSHS.

In addition, Contractor represents, covenants, and warrants each of the following statements:

- a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to perform the Services described in the Agreement, and there is currently no actual or threatened suit by any third party based on an alleged violation of such rights by Contractor.
- b. Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services. Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under the Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services. Contractor will maintain all required certifications, licenses, permits, and authorizations during the Contract term at its own expense.
- c. Contractor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite corporate power and authority to execute, deliver and perform its obligations under the Agreement. Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with the Agreement.
- d. The execution, delivery and performance of the Agreement has been duly authorized by Contractor

General Terms and Conditions

and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into the Agreement and perform its obligations under the Agreement.

- e. The person executing the Agreement on behalf of Contractor has actual authority to bind Contractor to each and every term, condition and obligation to the Agreement, and all requirements of Contractor have been fulfilled to provide such actual authority.
- f. Contractor has the financial resources to fund the capital expenditures required under the Agreement without advances by DSHS or assignment of any payments by DSHS to a financing source.
- g. Contractor's methods of accounting are consistent with generally accepted accounting principles and are capable of segregating costs by stage, segment, or cost objective in order to support work request accounting.
- h. Contractor shall perform all Services required pursuant to the Agreement in a professional manner, with high quality.
- i. Contractor will perform materially as described in the Agreement, including without limitation any: (i) service level agreement and (ii) representations contained in the RFP Bidder Response.
- j. Contractor will comply with the Data Security Requirements.
- k. The representations contained in the RFP Bidder Response are complete and accurate.
- l. Contractor will not interfere with DSHS's access to and use of the Services and Deliverables it acquires under the Contract.
- m. Contractor shall give high priority to the performance of the Services.
- n. Contractor shall perform timely in connection with performance of the Services.
- o. Contractor shall promptly and correctly re-perform Services which are not in compliance with the requirements of this Agreement and its representations and warranties at no cost to DSHS.
- p. The Services and Deliverables provided by Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in the RFP Bidder Response.
- q. All software Deliverables Contractor provides under the Agreement are free of Surreptitious Code. Contractor uses industry-leading technology to detect and remove Surreptitious Code from all software Deliverables. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any Surreptitious Code.
- r. The software Deliverables provided by Contractor will not:
 - (1) contain any third party software that is subject to license terms that are different from those provided under the Agreement; or
 - (2) include any open source software that creates, as a condition of any use or distribution of the software Deliverables in a manner contemplated by the Agreement, any obligation under the applicable open source license that (i) requires DSHS to distribute or make available any source

General Terms and Conditions

code for the software Deliverables or (ii) requires DSHS to license the software Deliverables for purposes of creating derivative works. "Open source software" means any software code that is licensed under the GNU General Public License, Affero General Public License, or any license satisfying the definition of open source as promulgated by the Open Source Initiative (<http://www.opensource.org>) or identified as an open source license on the SPDX License List (located at <http://spdx.org/licenses>).

- s. The software Deliverables and all data-related output or results produced by the software Deliverables: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by DSHS that may deliver date records from the software Deliverables, or interact with date records of the software Deliverables provided that other software used by DSHS properly exchange date data with the software Deliverables in formats that correctly identify the century.

22. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

23. Disputes.

- a. In the event a bona fide dispute concerning a question of fact arises between DSHS and the Contractor that cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
- b. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days (which shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington). The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
 - (1) If the dispute cannot be resolved after three (3) Business Days, a dispute resolution panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
 - (2) The dispute resolution panel will review the written descriptions of the dispute, gather additional information as needed, and render a written decision on the dispute in the shortest practical time.
 - (3) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- c. Unless irreparable harm will result, the parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- d. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a dispute resolution panel whenever possible.

General Terms and Conditions

- e. Except to the extent that disclosure is required by applicable law or court order, all negotiations pursuant to this clause are confidential and shall be treated by the parties as statements made in compromise negotiations for purposes of the rules of evidence.
- f. DSHS and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- g. If the subject of the dispute is the amount due and payable by DSHS for services being provided by the Contractor, the Contractor shall continue providing services pending resolution of the dispute provided DSHS pays the Contractor the amount DSHS, in good faith, believes is due and payable, and may withhold the difference between such amount and the amount the Contractor, in good faith, believes is due and payable.

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

25. 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 or 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.

26. 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.

27. Legal Notice. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, addressed to, as applicable, either the Contractor Contact name or the DSHS Contact name set forth on the Contract cover page, and delivered in person, delivered by electronic mail, delivered by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, to the parties at the addresses and e-mail addresses set forth on the Contract cover page. Notices shall be effective upon receipt or five (5) Business Days after mailing, whichever is earlier. The notice name and address may be changed by written notice given as provided herein.

General Terms and Conditions

28. Limitation of Liability.

- a. Except as stated in subsection (b) below, the parties agree that neither the Contractor nor DSHS shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract.
- b. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The following are not considered consequential, incidental, indirect, or special damages as the term is used in the foregoing section.
 - (1) Claims pursuant to any provision of this Contract calling for liquidated damages provided that liquidated damages are reasonable in light of the particular performance required;
 - (2) Claims for attorney's fees and other litigation costs DSHS becomes entitled to recover as a prevailing party in an action;
 - (3) Claims for physical damage to real or tangible property;
 - (4) Claims arising from reckless or intentional misconduct;
 - (5) Amounts due or obligations under the following sections, if included: (i) indemnification; (ii) intellectual property indemnification; (iii) inspection and maintenance of records; (iv) damages resulting from default; (v) data security requirements; (vi) or breaches of confidentiality including disclosure of PHI; or
 - (6) Any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by the Contractor.
- c. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

29. Notice of Overpayment.

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

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

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

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a

General Terms and Conditions

Contractor 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.

30. Ownership/Rights.

- a. DSHS will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal Financial Participation under 45 C.F.R. 95, Subpart F. (45 C.F.R. 95.617(a)).
- b. The Federal government reserves a royalty-free, non-exclusive, irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal government purposes all software, modifications and documentation designed, developed or installed with Federal Financial Participation under 45 C.F.R. 95 Subpart F. (45 C.F.R. 95.617(b)).
- c. The ownership provisions set forth above in Section 29.a. and 29.b. shall not apply to proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public ("Proprietary Software"). Federal Financial Participation is not available for proprietary software applications developed specifically for the public assistance programs covered under 45 C.F.R. 95, Subpart F. (45 C.F.R. 95.617(c)).
- d. Contractor shall not use any program data obtained as a result of its performance of this Contract without the prior written permission of DSHS.
- e. Proprietary Software. If this Contract involves any Proprietary Software, the below sections (e)(1) through (3) apply.
 - (1) DSHS does not acquire any rights, express or implied, in the Proprietary Software, other than those specified in this Contract or applicable third-party license. Contractor hereby warrants and represents to DSHS that Contractor is the owner of the Proprietary Software licensed hereunder or otherwise has the right to grant to DSHS the licensed rights to the Proprietary Software provided by Contractor through this Contract without violating any rights of any third party worldwide.
 - (2) The Contractor represents and warrants that Contractor has the right to license the Proprietary Software to DSHS as provided in this Contract and that DSHS' use of the Proprietary Software and documentation within the terms of this Contract will not infringe upon any copyright, patent, trademark, or other intellectual property right worldwide or violate any third party's trade secret, contract, or confidentiality rights worldwide.
 - (3) The Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Proprietary Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Contractor has no actual knowledge that the Proprietary Software infringes upon any patents, copyrights, or trade secrets of any third party.

31. Patent and Copyright Indemnification.

- a. The Contractor, at its expense, shall defend, indemnify, and hold DSHS harmless from and against any claims against DSHS that any Product supplied hereunder, or DSHS's use of the Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask

General Terms and Conditions

work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Product shall mean any Contractor-supplied equipment, software (whether proprietary or custom), or documentation. The Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DSHS provided that DSHS:

(1) Promptly notifies the Contractor in writing of the claim, but DSHS's failure to provide timely notice shall only relieve the Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Contractor; and

(2) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

b. If such claim has occurred, or in the Contractor's opinion is likely to occur, DSHS agrees to permit the Contractor, at its option and expense, either to procure for DSHS the right to continue using the Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Product is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor, at its risk and expense, will take back the Product and provide DSHS a refund. In the case of custom software, the Contractor shall refund to DSHS the entire amount DSHS paid to the Contractor for the Contractor's provision of the custom software. In the case of Product, the Contractor shall refund to DSHS its depreciated value. No termination charges will be payable on such returned Product, and DSHS will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by DSHS shall be refunded by the Contractor.

c. The Contractor has no liability for any claim of infringement arising solely from:

(1) The Contractor's compliance with any designs, specifications or instructions of DSHS;

(2) Modification of the Product custom software by DSHS or a third party without the prior knowledge and approval of the Contractor; or

(3) Use of the Product or custom software in a way not specified by the Contractor;

unless the claim arose against the Contractor's Product or custom software independently of any of these specified actions.

d. This Section, *Patent and Copyright Indemnification*, is intended to survive the expiration or termination of the agreement.

32. Public Records Act. The Contractor acknowledges that DSHS is subject to the Public Records Act (Chapter 42.56 RCW) and that this Contract is a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. "Proprietary Information" means information owned by the Contractor to which the Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, DSHS will maintain the confidentiality of all

General Terms and Conditions

such information marked Proprietary Information. If a public disclosure request is made to view the Contractor's Proprietary Information, DSHS will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, DSHS will release the requested information on the date specified.

- 33. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 34. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 35. Subcontracting.** Except as expressly permitted 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 and Contractor shall be responsible for any approved Subcontractor's performance in accordance with all the applicable terms of this Contract. All subcontracts must be in writing. 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.
- 36. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned

General Terms and Conditions

Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Contract, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

37. 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.

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

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

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

39. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration for any reason:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. The Contractor shall promptly supply DSHS all information necessary for the reimbursement of any outstanding Medicaid claims, (42 CFR 434.6(a)(6))
- c. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- d. 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

General Terms and Conditions

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.

- e. 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.
- f. Contractor shall provide any assistance required by DSHS to ensure data conversion and transition activities are accomplished as needed for in-house conversion of contracted services or for transition to a subsequent subcontractor.
- g. Contractor shall promptly supply all materials necessary for continued operations of systems, including without limitation computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system. (42 CFR 434.10(b)). To the extent such materials include any Proprietary Software or other materials to which Contractor has proprietary rights, the Contractor must allow DSHS to purchase or lease such materials at the same or lower rates as it currently offers to its other government customers.
- h. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- i. 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.

40. 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.

41. 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,

General Terms and Conditions

insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

42. **Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.**

- a. "Mandatory Individual Arbitration Clause" or "Class or Collective Action Waiver" means an arbitration clause or waiver in an employment contract which precludes Contractor's employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.
- b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.
- d. If Contractor, during the term of this contract, requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

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

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

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

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

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

General Terms and Conditions

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

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Special Terms and Conditions

1. **Term.** The initial term of this Contract shall be July 1, 2023 (7/1/23) (the "Effective Date") through May 30, 2028 (5/30/28). The Term of this Contract may be extended by written Amendment, signed by both parties, up to one (1) time for up to two (2) years, at the sole discretion of DSHS. The initial term together with any extension term(s) constitute the "Term" of the Contract. Additional services that are appropriate to the scope of this engagement, as determined by DSHS, may be added to the Contract in a mutually agreed upon written Amendment.
2. **Exhibits.** The following Exhibits are hereby incorporated into and made a part of this Contract:
 - (1) Exhibit A – Data Security Requirements (DSRE)
 - (2) Exhibit B – Federal Tax Information Security Requirements
 - (3) Exhibit C – Statement of Work
 - (4) Exhibit D – Personnel Requirements
 - (5) Exhibit E – Service Level Requirements
 - (6) Exhibit F – Cost Structure [Note to Bidders: The Apparent Successful Bidder's Cost Proposal for RFP #2223-808 will become a part of this Contract as Exhibit F]
 - (7) Exhibit G – Federal Provisions
 - (8) Exhibit H- Bidders Proposal
3. **Guiding Partnership Principles.** The parties agree that the following principles ("Guiding Partnership Principles") are important to ensure the success of their relationship. These Guiding Partnership Principles are statements regarding the parties' overall intentions for this Agreement and any amendments or Change Orders executed pursuant to the Agreement. If any term or condition of this Agreement is ambiguous or unclear or if the parties did not anticipate a particular issue, the parties shall use the Guiding Partnership Principles to interpret or resolve the issue arising from the Effective Date of this contract. Processes to support the Guiding Partnership Principles will be established as needed
 - a. **Enhance IT Capabilities and Provide Consistent and Stable Infrastructure Support**

Services will be provided in a manner that enhances the DSHS' ability to deliver consistent, stable, high-quality, cost-effective services both internally within DSHS and externally to its customers with minimal interruptions and few, if any, disruptions to DSHS business. Technology and processes used by the Contractor will provide DSHS with industry-prevailing levels of functionality and performance.
 - b. **Reduce and Control IT Costs**

Cost control and reduction are key objectives for DSHS in securing Services from the Contractor. The Contractor will continuously propose new and cost-effective processes and technologies in order to, at minimum, control and with all due expectations further reduce the overall cost of Services to DSHS.
 - c. **Maintain and Improve Technology**

The Contractor will implement industry best practices and new technologies to deliver Services to

Special Terms and Conditions

DSHS that allow DSHS to take advantage of improvements in cost-efficiencies and service functionalities, and with that objective will continually update the processes, procedures and methodologies as well as the underpinning technologies.

d. Improve Business Processes, Achieve ITIL, IT Service Management and Six Sigma or Equivalent Process Alignment, and Standardize Processes

The Contractor will deliver Services that are aligned with IT Solutions processes and with Information Technology Infrastructure Library (ITIL) as the nomenclature basis, IT Service Management (ITSM) as the service management basis, and Six Sigma as the continuous improvement basis, or any industry accepted substitute, for any or all of the aforementioned processes that will assist DSHS in standardizing and improving its business processes, including improving the efficiencies of delivering products to its customers. The Contractor will document such processes as part of its Service delivery.

e. Direct Senior Executive Oversight and Decision Making

Direct senior executive oversight and involvement by both parties are needed to ensure all commitments and timeframes are met. DSHS and Contractor must each manage their personnel and discharge their duties within the agreed parameters and requirements to ensure that contract obligations are successfully met.

f. Predictability of Costs and Expenses

Costs and expenses must be clearly articulated and understood by both parties.

g. Timely Delivery of Enhancements and Regulatory Updates

Timely delivery of enhancements/change orders, including regulatory updates, is critical to DSHS. Contractor shall ensure that it delivers fully tested and operational enhancements/change orders, including regulatory updates, on a timely basis.

h. Quality Personnel to Support the Relationship

Qualified personnel will be devoted by both parties to the relationship. The parties will commit appropriate, qualified management, implementation, consulting, technical, administrative and other support personnel to achieve the objectives of the relationship.

i. Cooperation with DSHS' other Partners

Given the variety of technology solutions and planned new solutions supporting DSHS and the Health and Human Services Coalition (HHS Coalition), joint planning, open communication, and cooperation and collaboration between DSHS and all of its technology partners is required. This includes cooperation with product vendors implementing and supporting the HHS Coalition Integrated Eligibility and Enrollment solution.

j. Alignment of Accountability and Responsibility

Accountability and responsibility of roles will be aligned to ensure that each party is responsible for the aspects of a project or relationship that they control

k. Thorough and Speedy Issue Resolution

Special Terms and Conditions

DSHS and Contractor will ensure a thorough and speedy resolution of issues that arise in the relationship.

4. General Service Expectations.

Through the course of this Contract, the parties expect Services to be enhanced, supplemented and evolve through technological advancements and process improvements.

Contractor shall cooperate in good faith with DSHS to support three priorities: 1) maintenance and support for the ACES system to ensure ongoing DSHS services are delivered; 2) timely development, testing and implementation of changes and modifications required by state or federal mandate; and 3) robust and timely support provided to DSHS and its IE&E partners for the planned transition to the new IE&E solution.

If any services, functions, responsibilities or tasks not specifically described in this Agreement are required for the proper performance of the Services and are an inherent part of, or a necessary sub-part included within, the Services, such services, functions, responsibilities and tasks shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement.

Furthermore, Contractor acknowledges and understands that ACES is a legacy system that DSHS intends to gradually decommission and replace during the period of performance of this Agreement. A modern Integrated Eligibility and Enrollment (IE&E) solution is planned for development and implementation during years three to five of this Agreement. The new IE&E system is expected to be implemented through a series of modular solutions based on the IE&E Roadmap. Accordingly, Contractor shall prioritize and support ACES decomposition activities and legacy transition work.

5. Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in **Exhibit C, Statement of Work**.

6. Service Level Requirements (SLRs).

- a. **Commitment to Comply With All SLRs.** Beginning on the Effective Date, the Contractor shall perform all Services in accordance with, and in such a manner as to meet or exceed, the service level requirements set forth in this Contract (each, an "SLR"). Any Services developed by the Contractor pursuant to the terms of this Agreement shall incorporate methods permitting measurement of performance-related SLRs. The Contractor shall comply with all SLRs set forth in **Exhibit C, Statement of Work, in Exhibit E, Service Level Requirements** or elsewhere in this Agreement, including, without limitation, all SLRs for which no Fee Reduction (as defined in Section 6(f) below) has been assigned.
- b. **Measurement and Reporting.** The Contractor shall measure its performance against the SLRs in accordance with the methodologies specified in the Appendices attached to **Exhibit C, Statement of Work** and **Exhibit E, Service Level Requirements** and shall provide a detailed, comprehensive report of its performance against the SLRs during each applicable reporting period ("SLR Reports") by the tenth (10th) business day following the end of the applicable reporting period. For continuing failures that occur in consecutive measurement intervals within a month, the Contractor shall report such failures in the month such failures commence. The Contractor shall meet with DSHS at least monthly, or more frequently if requested by DSHS, to review the Contractor's actual performance against the SLRs and shall recommend remedial actions to resolve any performance deficiencies. Notwithstanding the foregoing, all reporting on SLRs shall cover the results of SLR performance during the applicable Measurement Interval, regardless of the Reporting Period, and shall not be

Special Terms and Conditions

construed to limit the Contractor's obligations to comply with all SLRs as per the applicable Measurement Interval. Any failure by DSHS to analyze and enforce SLRs shall not be deemed a waiver of such performance standards. In the case where one or more SLRs are not able to be validated as contemplated by this Section, the parties will negotiate in good faith to establish meaningful SLR(s) to replace such SLR(s).

- c. **Root-Cause Analysis and Resolution.** Promptly, but in no event later than five (5) calendar days (or as otherwise set forth in **Exhibit C, Statement of Work**) after the Contractor's discovery of, or if earlier, the Contractor's receipt of a notice from DSHS regarding, the Contractor's failure to provide any of the Services in accordance with the SLRs, or for the existence of an issue, the Contractor shall, as applicable under the circumstances: (i) perform a root-cause analysis to identify the cause of such failure/Issue; (ii) provide DSHS with a written report detailing the cause of, and procedure for correcting those failures/Issues that are under the Contractor's control; and (iii) provide DSHS with satisfactory evidence that the Contractor has taken or will take commercially reasonable remedial steps to ensure that such failure/Issue will not recur to the extent under the Contractor's control. To the extent the cause of failures/Issues are not under the Contractor's control, then the Contractor will suggest appropriate corrective measures to the extent commercially reasonable. The correction of any such failures/Issues shall be performed in accordance with the time frames set forth in **Exhibit C, Statement of Work** entirely at the Contractor's expense unless it has been determined, by mutual agreement of the parties or through the dispute resolution process specified in this Agreement, that DSHS (or one of its subcontractors, agents or third parties provided by DSHS) was a direct contributing cause of the failure/Issue (but excluding contributing causes of third parties provided by DSHS that are managed by the Contractor to the extent such causes arise out of the Contractor's failure to properly manage such third parties) and the Contractor could not have worked around the failure/Issue without expending more than commercially reasonable efforts. In such event the Contractor shall be entitled to temporary relief from its obligation to comply with the affected SLR in a timely fashion, but only to the extent and for the duration so affected. For purposes hereof, except as otherwise agreed by the parties in writing, the pre-existing condition of any DSHS properties and systems shall not be deemed a contributing cause of any failure if the Contractor knew or reasonably should have known of such condition and has had a reasonable period of time to implement corrective measures; provided, however, that, except as otherwise agreed by the parties in writing, and subject to approval by DSHS, to the extent that the Contractor first became aware of such a pre-existing condition subsequent to the Effective Date, DSHS shall be financially responsible for all corrective measures that are necessary to correct such condition.
- d. **Relief from SLRs.** If and to the extent that: (i) the failure to provide any of the Services in accordance with the SLRs is directly caused by a force majeure event; (ii) the Contractor did not have an affirmative duty under the Agreement to prevent such a failure; and (iii) with respect to Services at issue, the Contractor used all commercially reasonable efforts to promptly implement disaster recovery and/or business continuity plans, as appropriate, the Contractor shall be entitled to temporary relief from its obligation to comply with the affected SLR in a timely fashion, but only to the extent and for the duration so affected and subject to the provisions of **Exhibit C, Statement of Work**.
- e. **Review of SLRs.** The parties agree that the SLRs will improve over time and that new SLRs may be added to reflect improvements in technology, DSHS' changing and/or new business requirements. Accordingly, at least once annually, the parties expect to review and reach agreement on, among other things: (i) adjustments to the SLRs to reflect such anticipated continuous improvements in the SLRs; and/or (ii) the addition of new SLRs. In the event the parties are not able to reach agreement on a proposed SLR modification within 60 days of a party raising a formal change request, the parties will obtain the recommendation of a third party to provide market information regarding the reasonableness of the proposed modification. The Contractor agrees to

Special Terms and Conditions

maintain and improve SLRs from time to time in accordance with the remainder of this Section. Unless requested by DSHS, in no event will the SLRs be made less favorable to DSHS as a result of such reviews.

- f. **SLR Fee Reductions.** Service Level Requirement (SLR) fee reductions for failure to meet SLRs (“Fee Reductions”) have been built into **Exhibit E, Service Level Requirements** to encourage the Contractor to meet committed service levels and provide a mechanism to document performance. The parties acknowledge and agree that said Fee Reductions are intended to reflect the diminished value of the Services as a result of any service level failure. Such Fee Reductions do not constitute penalties or damages, but rather are intended to equate the fee for services to that level of service being provided. The goal of these fee reductions is not to penalize the Contractor, but rather to provide a greater incentive to achieve the Agreement’s stated objectives and focus Vendor on the critical needs of DSHS. Fee Reduction provides a means to adjust the services payments by DSHS for non-performance. Fees shall be reduced from the total payment provided to the Contractor each month upon non-compliance with a SLR(s). All Fee Reductions are subject to the approval of the DSHS Contract Manager, or designee.

7. Technology Management and Security Services.

- a. **General.** The Contractor shall provide the technology management and security Services described in this Section. The Contractor shall obtain prior written consent from DSHS before acquiring (on behalf of DSHS), upgrading or replacing any asset that is used by the Contractor to satisfy its obligations hereunder if such acquisition, maintenance, upgrade or replacement could result in any material adverse change in the cost, method, manner, types or levels of Services that are then being provided to DSHS.
- b. **Technology Upgrades and Enhancements.** The Contractor will keep all Services under this Agreement current with industry advances and leading technology standards. To that end, the Contractor may make recommendations to DSHS regarding hardware and software upgrades, replacements, or removals of DSHS-Owned Equipment necessary to meet the SLRs and manufacturer-recommended requirements. DSHS shall make technology refresh and upgrade decisions in its sole discretion; however, in the event that the failure to repair or replace DSHS-owned equipment in accordance with the manufacturer-recommended requirements is the direct cause of the Contractor's inability to consistently meet an SLR, then DSHS shall allow the Contractor a temporary waiver of Fee Reductions associated with the affected SLR, which will resume immediately upon repair, replacement or refresh of the affected DSHS-Owned Equipment. The parties will coordinate implementation of such upgrades and enhancements. The Contractor shall schedule all such upgrades and replacements in advance and in such a way as to prevent any interruption or disruption of, or diminution in, the nature or level of any portion of the Services. The Contractor shall supplement, modify, and enhance the Services over time to keep pace with industrywide advancements and improvements in the methods of delivering services similar to the Services. Without limiting the foregoing, the Contractor shall: (i) maintain a level of technology used to provide the Services for which the Contractor has financial responsibility; (ii) that allows the service recipient to take advantage of technological improvements and advances applicable to its business; (iii) is at least current with the level of technology that the Contractor uses in providing services to its other customers; and (iv) is at least current with the level of technology generally adopted from time to time in DSHS industries.

8. Process and Procedures Manual.

- a. **Development of Manual.** The Contractor shall develop and continuously update a detailed, DSHS-specific process and procedures manual that minimally includes the contents specified in this Section (“Process and Procedures Manual”). The Contractor shall deliver the first draft of the

Special Terms and Conditions

Process and Procedures Manual to DSHS for its review, comments and approval within the time frame set forth and shall, with respect to each draft of the Process and Procedures Manual, incorporate all comments and suggestions from DSHS. Not later than ninety (90) calendar days following the Effective Date, the Contractor shall deliver an updated draft of the Process and Procedures Manual to DSHS for its review, comments and approval and thereafter shall quarterly update the Process and Procedures Manual to reflect changes in the operations or procedures described therein. All such updates to the Process and Procedures Manual shall be provided to DSHS for its prior review, comments and approval. Prior to completion of the Process and Procedures Manual, the Contractor shall, as applicable, provide the Services in accordance with the previously existing Process and Procedures Manual (a copy of which will be provided to the Contractor promptly following the Effective Date) and standards and procedures generally used by DSHS. The Contractor acknowledges that failure to maintain and update the Process and Procedures Manual may constitute a material breach of this Agreement.

- b. **Contents.** The Contractor shall provide the Process and Procedures Manual to DSHS electronically (and in a manner such that it can be accessed via either the DSHS intranet or the Internet) and communicate the methodology for accessing the Process and Procedures Manual. The Process and Procedures Manual shall describe, among other things, the manner in which the Contractor will provide the Services hereunder, including the equipment and software being and to be used, the documentation (including, for example, operations manuals, user guides, quick reference, specifications, and end-user support) that provide further details of such activities and detailed problem and change management procedures in enough detail so that a similarly skilled resource can repeatedly and reliably produce the same end result.

The Process and Procedures Manual also shall describe the activities the Contractor will undertake in order to provide the Services including, where appropriate, direction, supervision, monitoring, staffing levels relative to ongoing activities charged on a time and materials basis, quality assurance, reporting, planning and oversight activities, as well as the specific measures taken to comply with all applicable laws and regulations including, without limitation, those relating to the privacy and security of DSHS Data, including Sarbanes-Oxley Act (SOX), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLB), applicable state and Federal laws, policies, and standards, and any other laws and regulations applicable to DSHS systems and data and/or identified by DSHS, all to the extent and consistent with the format and level of detail generally set forth in the Process and Procedures Manual in use as of the Effective Date. The Process and Procedures Manual shall describe how the Services will be performed and act as a guide to End-Users seeking assistance with respect to the Services offered hereunder. The Process and Procedures Manual shall in no event be interpreted as an amendment to this Agreement or so as to relieve the Contractor of any of its performance obligations under this Agreement.

- c. **Service Compatibility.** The Contractor will endeavor to work cooperatively with any other DSHS information technology vendors to problem solve, innovate and coordinate resources. The Contractor shall use commercially reasonable efforts to work collaboratively with DSHS (and its other vendors) to ensure that all services, equipment, networks, software, enhancements, upgrades, modifications and other resources, including those provided by DSHS (collectively, the "Resources"), used by the Contractor or approved by the Contractor for utilization by DSHS in connection with the Services, shall be successfully integrated and interfaced, and shall be compatible with the services, equipment, networks, software, enhancements, upgrades, modifications and other resources that are being provided to, recommended to and/or approved for use by third-party service contractors (collectively, the "Third-Party Resources"). Further, the Contractor shall use commercially reasonable efforts to ensure that none of the Services or other items provided to DSHS by the Contractor shall be adversely affected by, or shall adversely affect,

Special Terms and Conditions

those of any such Third-Party Resources, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times or similar measures. While the Contractor is not ultimately responsible for the quality or functionality of Third-Party Resources, the Contractor will proactively engage with DSHS regarding architecture to recommend best practices to bring cost-effective performance to the DSHS IT environment.

To the extent that any interfaces need to be developed or modified in order for the Resources to integrate successfully, and be compatible with, the Third-Party Resources, the Contractor shall develop or modify such interfaces as part of the Services. In the event of any Issue as to whether a particular defect, malfunction or other difficulty with respect to the Services was caused by Resources or by Third-Party Resources, the Contractor shall be responsible for correcting at its cost, such defect, malfunction or difficulty, except to the extent that the Contractor can demonstrate, to DSHS' reasonable satisfaction, by means of a Root-Cause Analysis, that the cause was not due to Resources. In addition, the Contractor shall cooperate with all third-party service contractors of DSHS to coordinate its provision of the Services with the services and systems of such third-party service contractors. Subject to reasonable confidentiality and security requirements, such cooperation shall include providing: (i) applicable written information concerning any or all of the systems, data, computing environment, and technology direction used in providing the Services; (ii) reasonable assistance and support services to such third-party service contractors; (iii) access to systems and architecture configurations of the Contractor, and of DSHS to the extent reasonably required for the activities of such third-party service contractors; and (iv) access to and use of the Resources.

9. Reports and Other Resource Materials.

- a. **General.** The Contractor shall furnish reports to DSHS in the manner, format, and frequency as set forth in **Exhibit C, Statement of Work**. In addition to reports relating to the Contractor's performance of the Services in accordance with the SLRs and reports related to amounts invoiced to DSHS, the Contractor's reports shall include, among other things, annual security assessment reporting, including reporting on unauthorized system access incidents, and reports regarding End-User Satisfaction, supplier diversity, and any other pertinent data reasonably requested by DSHS. The Contractor promptly shall (but not later than two [2] business days after gaining knowledge thereof) inform DSHS of any deficiencies, omissions or irregularities in any DSHS requirements or in the Contractor's performance of the Services that come to the Contractor's attention. The Services Manager (Services Manager shall refer to the primary point of contact as designated by the Contractor) also shall advise DSHS of all other matters of a material nature that he or she believes would be helpful to DSHS in setting or revising its IT policies or requirements.
- b. **Media.** The Contractor shall furnish to DSHS all reports in hard copy and/or electronic form as agreed by the parties.
- c. **Adjustments to Reports.** DSHS may from time to time adjust the type, nature and distribution of reports as necessary. DSHS will notify Contractor of any such changes within a reasonable time frame.
- d. **Critical Milestones.** The parties may in future designate certain milestones, activities, actions under this Agreement as critical milestones. If the Contractor fails to meet any Critical Milestone by the date corresponding thereto, without limiting any other rights and remedies that may be available to DSHS, DSHS shall have the right to: (i) withhold amounts due or to become due to the Contractor under the work associated with such Critical Milestone until such time as the Contractor achieves the Critical Milestone, or such other amounts as may be set forth in this contract or contract change orders; (ii) if applicable to the Critical Milestone, reduce the fees by an amount equal to the Fee Reductions set forth in Fees and Payment Terms.

Special Terms and Conditions

- e. **End-User Satisfaction; Customer Satisfaction and Communication.** In addition to any end-user satisfaction and/or customer satisfaction survey requirements set forth in **Exhibit C, Statement of Work**, the Contractor shall, at the request of DSHS, but not more often than quarterly, conduct end-user satisfaction and/or customer satisfaction surveys in accordance with this Section. The proposed surveys (including the underlying instrument[s], methodology and survey plan) shall be subject to DSHS' review, comments and approval and shall cover a representative sample of the End-Users and/or customers. DSHS shall provide reasonable assistance to the Contractor to: (i) identify the appropriate sample of end-users and/or customers; (ii) distribute the surveys; and (iii) encourage participation by such end-users and/or customers in order to obtain meaningful results. The Contractor shall report the results of the surveys separately from each of the End-Users or groups of End-Users as may be specified by DSHS, and the contractor executive shall review the results of each survey with DSHS within thirty (30) calendar days following the mutually agreed deadline for completion and return of the survey. Not later than thirty (30) calendar days following each review session, the Contractor shall provide to DSHS an action plan for addressing any problem areas identified in the survey results. In the event of any significant reduction in personnel, change in delivery model or change to user interface which may have a significant effect on DSHS End-User experience, the Contractor will submit in writing to DSHS for its review, revision and/or approval a plan outlining the communication and expectation management that the Contractor will undertake prior to such event to ensure a smooth transition and absence (or minimization) of disruption of business for DSHS.
 - f. **Cooperation with DSHS and Third Parties.** The Contractor acknowledges that DSHS operates a multi-contractor environment and that a material element of the Services is the willingness to cooperate and work with other contractors selected by DSHS in order to provide quality, cost-efficient Services to DSHS End Users. Accordingly, the Contractor shall cooperate fully with all third parties designated by DSHS, and shall disclose such information to DSHS and third parties relating to the Contractor as may be reasonably required or necessary to perform the Services or as requested in writing by DSHS. All such disclosures shall be subject to the confidentiality provisions of this Agreement.
 - g. **Non-Exclusivity.** This Agreement is a non-exclusive relationship and DSHS shall not be precluded from obtaining services from any other contractor that may be similar or identical to the Services.
- 10. Contractor Personnel.** This section describes personnel terms and conditions regarding Contractor personnel which Contractor will comply with, including, but not limited to, affected and selected employees, minimum proficiency levels, training, supervision, conduct, and the management and solicitation of personnel.
- a. **Designation of Personnel.** Each of the personnel is designated in, and shall have the functions assigned to him or her as set forth in **Exhibit C, Statement of Work** which may be modified from time to time in accordance with this Agreement and in compliance with the following:
 - (1) Contractor will not replace or add new Personnel without prior written approval from DSHS
 - (2) The assignment, hiring or designation of any person to fill the position or perform the duties provided by any Personnel must be done pursuant to **Exhibit C, Statement of Work**.
 - b. **Specialized Personnel.** As appropriate to its provision of Services, the Contractor shall ensure that applicable Contractor Personnel (and the personnel of any Subcontractors) are trained, qualified and available to perform assigned services required in work areas, such as specific health, regulatory (including, without limitation, Sarbanes-Oxley Act, HIPAA, and other regulations identified by DSHS), and security or safety-related expertise, all as may be consistent with any DSHS regulatory and compliance-related policies and practices as communicated to the Contractor.

Special Terms and Conditions

c. Personnel Requirements.

The Contractor acknowledges and agrees that it is responsible for providing sufficient staff resources to perform its obligations under this Agreement.

Contractor personnel shall be subject to security clearances and provided with safety training by the Contractor and DSHS for consistency with any applicable policies and/or practices of DSHS that are applicable to DSHS third-party contractors.

Access to the State Data Center where ACES equipment operates, requires submission of an application for badged access and approval by ESA/ITS management.

Background checks, at the expense of DSHS, may be required of Contractor staff (which may include finger printing).

All costs and expenses associated with providing, equipping and retaining Contractor staff and other personnel are included in the Services fees, including, without limitation, all wages (including overtime payments), benefits of employment, applicable payroll taxes and all associated staffing costs, such as training and education, refreshments, travel and lodging costs (including all travel and lodging costs that may be associated with providing the Services, regardless of location), and recruiting and relocation expenses

At the end of every month of the Term after the Effective Date of the Agreement, the Contractor shall provide DSHS with a written list of all Contractor and Subcontractor personnel who interface with DSHS on a regular basis or are otherwise assigned to perform the Services for DSHS and whose time is primarily dedicated to providing Services hereunder. The contents of the written list shall include the names of personnel, dates of placement, assignment addresses, assigned duties and responsibilities, and the names of the person to whom they are required to report.

- d. **Material Changes to Staffing.** If the Contractor plans to change a service center location or a service model, or make changes related to the makeup, manner or staffing levels of Contractor personnel who have regular direct contact with DSHS, the Contractor will do so only after presenting and receiving approval in writing from DSHS regarding its changes and the management plan associated with such changes. Such approval may be withheld at the sole discretion of DSHS, if DSHS reasonably determines that such changes will adversely impact DSHS.

e. Removal/Replacement of Personnel by Contractor.

All Personnel shall be assigned to perform the Services (for example, full-time assignment or otherwise) as needed to ensure that the Services contemplated hereunder are provided in an efficient and timely manner according to the plans and timelines expressed in this Section.

Without prior written consent from DSHS, the Contractor shall not: (i) undertake any action with respect to any Personnel that would result in the alteration or reduction of time expended by such Personnel in performance of the Contractor's duties hereunder; or (ii) for a period of 18 months generally, and 24 months in the case of initially assigned Personnel, from a Personnel's initial assignment date, transfer, reassign or otherwise redeploy any Personnel from performance of the Contractor's duties under this Agreement, except in the case of a termination for convenience or a termination for default.

If any of the Personnel becomes incapacitated, voluntarily terminates his or her employment with the Contractor (and/or any of the Contractor's Affiliates or Subcontractors), is terminated For Default by the Contractor, or is transferred, reassigned or redeployed with the consent of DSHS, within 3

Special Terms and Conditions

weeks, the Contractor shall replace such person with another person approved by DSHS who is at least as well qualified as the person being replaced as promptly as is practical under the circumstances, provided, however, that the Contractor shall (i) at a minimum, assign a temporary replacement within two business days, and (ii) remain responsible for providing all activities for which the departed Personnel were responsible in a timely fashion, notwithstanding such departure.

Whether or not DSHS consents to any reassignments or replacements of the Services Manager, the Contractor will use its best effort to ensure continuity and avoid disruption in the roles and activities for which the Services Manager is responsible.

f. **Removal of Contractor Personnel by DSHS.** If DSHS believes that the performance or conduct of any Person employed or retained by the Contractor to perform the Contractor's obligations under this Agreement (including, without limitation, Personnel) is:

- (1) Unsatisfactory for any reason
- (2) Has violated DSHS personal safety, security or compliance requirements
- (3) Is not in compliance with the provisions of this Agreement

DSHS shall notify the Contractor in writing, and the Contractor will promptly address the performance or conduct of such Person, or will promptly replace such Person with another Person acceptable to DSHS and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.

11. Minimum Proficiency Levels.

- a. Key Personnel, and all other personnel assigned by the Contractor or its Subcontractors to perform the Contractor's obligations under this Agreement, shall have experience, training and expertise (as designated in **Exhibit D, Personnel Requirements**) sufficient to perform their assigned portion of the Contractor's obligations under this Agreement, including, without limitation, the Contractor's obligations with respect to the SLRs.
- b. With respect to Enhancement work charged on a time-and-material basis, the Contractor will assign personnel possessing the minimum (or greater) required proficiency or skills to accomplish the work and, in any event, will only charge DSHS at the rates applicable to resources that have been approved for such work.
- c. DSHS may request proof of completion of training classes and certifications for such training, proficiency and skill as required under this Contract.

12. **Training.** The Contractor shall provide, and cause its Subcontractors to provide, all training to the employees of the Contractor and its Subcontractors, as deemed useful or necessary by DSHS, for them to perform all the Contractor's duties under this Agreement (including technical training, as well as training regarding applicable administrative matters, such as training regarding DSHS-specific policies and standard operating procedures).

Training shall be provided at the sole expense of the Contractor, unless DSHS introduces a new system, process and/or application, in which case, DSHS will be responsible for all training costs to the Contractor so the Contractor is able to support the new system, process and/or application.

Contractor is solely responsible for training their staff on any systems, technologies, procedures, processes, and applications recommended by the Contractor (and approved by DSHS). Contractor is

Special Terms and Conditions

also responsible to maintain training/skill levels on currently implemented systems, procedures, processes, and applications; and new industry best practice technologies being proposed to DSHS for implementation.

If the Contractor's employees are invited to attend DSHS-provided safety or facility training, the parties will cooperate to ensure the sufficiency and adequacy of such training for the purposes of that employee's work at the given DSHS facility.

New staff will be trained on state systems based on DSHS approved training plans produced by their assigned team. Each Contractor-lead team will be required to develop training plans for incoming staff.

13. Management. The Contractor agrees to be responsible for managing the personnel assigned to this engagement, including the hiring and developing of employees so that they become more productive to DSHS. The managing responsibilities include communicating with all Contractor employees at all levels.

14. DSHS Personnel Obligations. The successful completion of the Services and Deliverables are dependent in part upon the participation of DSHS management and personnel. Designated DSHS Personnel and/or third parties will be available according to the timelines and/or service's roles and responsibilities.

15. Contractor Personnel Obligations.

a. **Support of DSHS Meetings.** The Contractor understands that its personnel assigned to perform the Services will be invited to DSHS-initiated meetings to provide subject matter expertise.

The Contractor will ensure attendance and support of such Contractor personnel who are subject matter experts in particular areas, on a reasonable basis during normal business hours. Contractor personnel will support such meetings and provide expertise as may be desirable to support DSHS business goals.

The Contractor will ensure that any meeting or agreement between Contractor staff and staff outside of IT Solutions has an IT Solutions resource in attendance. These meetings and agreements must be at the direction of DSHS and in alignment with DSHS goals.

16. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Contract shall be in accordance with the rates proposed in the Cost Proposal submitted by the Successful Bidder for RFP #2223-808, attached herein as **Exhibit F – Cost Structure**. [Note to Bidders: The Apparent Successful Bidder's Cost Proposal will be integrated into this section of the Contract]

17. Billing and Payment.

a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt and approval of properly completed invoices which shall be submitted to ESAINVOICES@dshs.wa.gov by the Contractor not more often than monthly. The invoices shall include the following:

(1) Monthly Service Level Requirements (SLR) (as defined in Exhibit C, Statement of Work) report

(2) List of Personnel currently assigned to the Contract and their current duties

Special Terms and Conditions

(3) List of Deliverables and their status, as necessary

(4) List and detailed description of Services provided (for Enhancement Services only)

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- c. **Other Services.** Any other Services fees will be determined by the parties on a case-by-case basis. The Contractor's invoices for other Services will include documentation that references DSHS authorizing documentation, charges and description. No invoice with respect to other Services will be paid unless such other Services were preauthorized in writing by DSHS.
- d. **Disputed Amounts.** Subject to and in accordance with the provisions of this Section, DSHS may withhold payment of any portion of a Contractor invoice that DSHS in good faith disputes as due or owing. In such case, DSHS will pay any undisputed amounts and provide to the Contractor a written explanation of the basis for the disputes as to the disputed amounts within the time set forth above for the payment of undisputed invoices. The failure of DSHS to pay the disputed part of an invoice will not constitute a breach or default by DSHS, so long as DSHS complies with the provisions of this Section. Any dispute relating to amounts owed by a party hereunder will be considered an issue. All the Contractor's obligations under this Agreement will continue unabated during the dispute resolution process. Notwithstanding the foregoing, DSHS will not have the right to withhold payment of the fixed portion of monthly fees except to the extent that: (a) the invoice misstates the amount of such fixed portion of the monthly fees; or (b) the Contractor has invoiced DSHS for a higher than agreed amount, in which case, DSHS will have the right to withhold payment of the discrepancy.

18. Insurance

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

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with minimum limits of \$1,000,000 per

Special Terms and Conditions

occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at Contractor's recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$1,000,000 per occurrence; and \$2,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

c. Workers' Compensation

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

d. Employees and Volunteers

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

e. Subcontractors

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

f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this

Special Terms and Conditions

Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

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

i. Material Changes

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

j. Waiver of Subrogation

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

k. Coverage Limits

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

l. Primary Coverage

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

m. Waiver

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

n. Liability Cap

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

Special Terms and Conditions

o. Business Automobile Liability Insurance

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

p. Professional Liability (errors & omissions)

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

q. Technology Professional Liability (errors and omissions)

The Contractor shall maintain Technology Professional Liability (errors and omissions) insurance, to include coverage of claims involving infringement of intellectual property. This shall include but is not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, network security, regulatory defense (including fines and penalties), and notification costs. The coverage limits must be at least \$1,000,000 per covered claim without sublimit, and \$2,000,000 annual aggregate.

r. Crime and Employee Dishonesty

The Contractor shall maintain Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverages for property owned by the State of Washington in the care, custody, and control of Contractor, to include electronic theft and fraud protection. The coverage limits must be at least \$1,000,000 per covered claim without sublimit, \$2,000,000 annual aggregate.

s. Cyber Risk Liability Insurance

The Contractor shall maintain coverage for Cyber Risk Liability, including information theft, computer and data loss replacement or restoration, release of private information, alteration of electronic information, notification costs, credit monitoring, forensic investigation, cyber extortion, regulatory defense (including fines and penalties), network security, and liability to third parties from failure(s) of contractor to handle, manage, store, and control personally identifiable information belonging to others. The policy must include full prior acts coverage. The coverage limits must be at least \$5,000,000 per covered claim without sublimit, \$10,000,000 annual aggregate.

Special Terms and Conditions

Exhibit A – Data Security Requirements

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

Special Terms and Conditions

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

Special Terms and Conditions

which defines sanctions that may be applied to Contractor staff for violating that policy.

- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

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

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

Special Terms and Conditions

- (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has

Special Terms and Conditions

authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

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

Special Terms and Conditions

- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
 - (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

Special Terms and Conditions

- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

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

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

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

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

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

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

Special Terms and Conditions

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

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

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

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

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

Exhibit B

Exhibit B: Federal Tax Information Security Requirements

1. **Performance.** In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:
 - a. All work will be done under the supervision of the contractor.
 - b. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
 - c. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
 - d. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
 - e. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
 - f. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
 - g. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
 - h. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
 - i. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
 - j. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
 - k. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and

Exhibit B

obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

- l. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- m. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

2. Criminal/Civil Sanctions

- a. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- b. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- c. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- d. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- e. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS 1075 Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages

Exhibit B

for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. **Inspection.** The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Exhibit C

Exhibit C – Statement of Work

1. General.

- a. DSHS has detailed a set of Services and Deliverables that it believes to be essential for successful project management and implementation of the Contractor's proposed solution. This section has been organized to relate the required services to accomplish the Maintenance and Operations (M&O) Services, followed by those required to accomplish Enhancement (as defined below) Services. Unless specifically identified as a task to be led or "owned" by DSHS, the Contractor shall assume that its staff will lead the delivery of that service, and completion of related Deliverables, with the assigned DSHS staff participating in a supporting and/or subject matter expert role.
- b. The services described in this Statement of Work (SOW) are intended to be comprehensive, but are not all-inclusive in describing the particular activities, resources or other details necessary for the proper performance of the services. Services are intended to cover all aspects of application development, maintenance and support for packaged and custom build or customized applications. In addition to the Services described in this SOW, the Contractor may be asked to provide "Enhancement" Services, which may mean modifying, changing, replacing, supplementing and enhancing the previously included services throughout the term of the Contract.
- c. DSHS follows the ITIL framework for IT Service Management and the Contractor is expected to be knowledgeable and experienced in following similar ITIL processes. Additionally, DSHS is in the process of implementing DevOps automation which will require the Contractor to have the required knowledge and experience in DevOps continuous delivery.
- d. The ACES Applications M&O Services form the foundation of the state's requirement. M&O work is described in detail in section 2, **ACES Maintenance and Operations (Fixed Price M&O)**, below, and following section. An additional service level related to M&O services is referred to as "Enhancements" is detailed in section 3, **Implement ACES Enhancements**, below.

2. ACES Maintenance and Operations (Fixed Price M&O)

- a. DSHS currently has a list of hardware and applications ("Applications") for which the Contractor will provide M&O Services. The inventory of these applications and the applicable attributes are available upon request from the DSHS Contract Manager listed on page 1 of this Contract. **[Note to Bidders: information is also listed in the RFP, Attachment 11]** The services outlined in this section should be performed for all of the applications captured in the application inventory according to the performance requirements in section 6, **Contractor Performance Requirements**, below. The DSHS application portfolio could change over the course of the contract. The Contractor will be responsible for maintaining an inventory of all applications in the DSHS portfolio. The current application portfolio listing is available upon request from the DSHS Contract Manager listed on page 1 of this Contract. **[Note to Bidders: information is also listed in the RFP, Attachment 11]** This inventory will capture any changes to the portfolio and will be captured on an annual basis by re-baselining the portfolio and related M&O costs.
- b. The Contractor will be responsible for maintaining and operating all of the applications listed in the Application Portfolio, available upon request from the DSHS Contract Manager listed on page 1 of this Contract. **[Note to Bidders: information is also listed in RFP # 2223-808, Attachment 11]**. The expectation is that the Contractor, to align with the business goal of efficiently supporting the applications portfolio, will identify opportunities to streamline the maintenance and operations processes.
- c. In addition, Contractor shall partner with DSHS to develop an ACES Decomposition Plan to detail

Exhibit C

the incremental activities and requirements associated with the transition from ACES to the new IE&E Solution. The Decomposition Plan shall include, at a minimum:

- (1) architectural views of business, data and systems functions of ACES with proposed remediation and sunset sequence;
- (2) Justification for and narrative describing the proposed sunset sequence;
- (3) Identification of any short-term stabilization activities required to support implementation of the sunset sequence until ACES has been fully decommissioned;
- (4) Considerations related to the planned IE&E roadmap [See RFP #2223-808 Section B and Attachments 3-5.] to ensure IE&E modernization and implementation and ACES remediation are appropriately synchronized; and
- (5) a Modular Cost Model to define ACES functionality in terms of modules that may be reasonably partitioned and decommissioned as new IE&E products/modules are implemented (and/or as DSHS/HHS Coalition programs transition to new IE&E Solution). The Modular Cost Model will assign, as a percentage of the overall ACES System, allocations of functionality that may be decommissioned as part of the sunset sequence. Contractor and DSHS intend to enter into an amendment at the end of the first year of performance of this Agreement, based on this Modular Cost Module, agreeing to percentage cost reductions of fixed price ACES M&O Services as the new IE&E Solution is implemented and as corresponding modules/functionality in ACES is decommissioned.

3. Implement ACES Enhancements

- a. In addition to providing M&O for the legacy applications, the Contractor will make functional enhancements to the existing application portfolio or develop new functionality. The exact scope of these projects will be identified during the engagement as needs arise through a specific request from DSHS. These projects will include activities which are not covered by the Applications M&O Scope (Section 2, **ACES Maintenance and Operations (Fixed Price M&O)**, above) or require more than 80 hours of effort. They include:
 - i. Implementing additional functionality within an existing application
 - ii. Building new enhancements to support implementation of the new IE&E Solution and other emerging requirements
 - iii. Enhancing a solution/testing a solution to support other State of Washington initiatives, including integration and transition activities required to support the new IE&E Solution.
- (b) Prior to initiating any design, develop and implementation (“Design, Develop and Implement” or “DDI”) project DSHS will provide a scoping document, with the Bidder’s assistance, at enough detail for the Bidder to provide a fixed fee based on the full burdened hourly rate for resources. This fixed fee bid will include an explanation of the basis for the estimate (e.g. the number of hours, level of effort, etc).
- (c) The focus of this work is any enhancements to the ACES System. This does not include initiatives to improve the efficiency of providing M&O.
- (d) Enhancement hours are allocated on an as-needed basis, and do not have a minimum number of hours allocated.

Exhibit C

4. **ACES Environment and Baseline Information.** DSHS information on the current ACES environment is available upon request from the DSHS Contract Manager listed on page 1 of this Contract. **[Note to Bidders: information is also listed in the RFP, Attachment 11)].**
5. **General Contractor Responsibilities.** The Contractor shall be required to perform any and all services necessary for the successful completion of this engagement, including, but not limited to, the following:
 - a. **Break Fix/Critical Fault/Corrective Maintenance.**
 - (1) The Contractor will be responsible for fixing failures (not functioning as designed) that cause a crash, degraded state, data loss or corruption, erroneous results or no work around for a major documented function. Includes associated analysis, design, coding, testing, configuration, communications, documentation, and implementation. Also includes issues encountered in the course of keeping purchased application packages up and running. Examples include:
 - (a) Application errors
 - (b) Release errors
 - (c) Code merge errors
 - (d) System is down
 - (e) Data records not processing as designed due to coding problems
 - (f) Problems transmitting data between systems
 - (g) System generating incorrect or misleading data
 - (h) Data download failures
 - (i) System clocking (due to an application problem)
 - (j) Unacceptable user work around due to system bugs
 - (k) Data contention errors
 - (2) Where the resolution of a defect or error requires changes to the application functionality or technology, the Contractor will initiate and fulfill a work request indicating the urgency. The work request process is determined by DSHS. The following, non-exhaustive, list of changes are included in the Corrective Maintenance Services as part of defect or error resolution:
 - (a) User interface changes
 - (b) Changes to system interfaces
 - (c) Application module changes
 - (d) Database changes
 - (e) Modification to standard query structure

Exhibit C

(f) Report changes

- (3) When the resolution requires the execution of a work request, the Contractor will initiate and fulfill the respective work request(s).
- (4) When such changes as described above are estimated by the Contractor to exceed 5 (five) person-days effort, the Contractor will initiate and fulfill a work request indicating the urgency.

b. Preventative Maintenance

- (1) The Contractor will be responsible for improving performance and maintainability and proactively addressing latent defects and to find and eliminate errors before they can impact the business and performance of an application. The expected result of this effort is to improve application speed, reliability and/or reduce the ongoing support costs.
- (2) Examples include:
 - (a) Addressing documented problems that would save enough analyst support time or have material impact on the business to justify making code changes
 - (b) Reducing time spent looking for the root cause of problems - regardless of whether any action is taken.
 - (c) Code refactoring such as extracting one or more smaller sub-routines from a larger routine or removing duplicate routines and replacing with one shared function.
 - (d) Removing obsolete code or application modules that are no longer in use.
 - (e) Improving internal support-related processes.
 - (f) Making JCL changes to include table backups/reorganizations
- (3) This does not include work greater than 80 hours related to functional enhancements which is considered Enhancement.
- (4) DSHS and the Contractor will minimize the potential impact of future events on the supported applications by agreeing to exchange any information — business, functional and technical — of expected events that might require preventive actions in regard to the supported applications. The following, non-exhaustive, list of events will trigger preventive maintenance activities:
 - (a) Changing business volumes
 - (b) Application packages releases by any Independent Software provider
 - (c) Application packages patches and fixes
 - (d) Revisions, and upgrades to platform software and utilities
 - (e) Special events, such as state and federal holidays, marketing initiatives, fiscal year end
 - (f) On notice of such event, the Contractor will analyze the impact of the event on supported applications and propose a solution as a work request. Acceptance and fulfillment of such work request will be in accordance with the procedure as set out in this Agreement. The

Exhibit C

following, non-exhaustive, list of preventive maintenance activities can occur:

- i. Application of release upgrades
- ii. Application of system patches
- iii. Archiving or purging as appropriate to free up storage for expected data volume increase
- iv. Pre-production execution simulation
- v. Testing for special events

(5) The Contractor also understands and accepts that it bears the responsibility to improve the stability of the supported applications. The Contractor will therefore perform required activities to minimize the amount of reported incidents for the supported applications in production.

c. Adaptive Maintenance

- (1) The Contractor will be responsible for adapting the application to changes in the operating environment (e.g. required by infrastructure, operating system, outside vendor, etc.). This includes associated communication and documentation. This does not include adding new business capabilities from a user's perspective. Does not include added adaptive maintenance as a result of enhancement requests outside the scope of this statement of work.
- (2) The Contractor understands and accepts that development initiatives of any kind can affect supported applications interfacing in any kind with such initiative. DSHS and Contractor therefore agree to inform each other of any initiative that might impact supported applications.
- (3) On notice of such impact, the Contractor will analyze the impact of the initiative on supported applications and propose a solution to be included as a change request to the work request document of the initiative that impacts supported applications (hereafter named "work request").
- (4) Standardized work requests with known effort and lead time that can be requested by DSHS are considered part of Adaptive Maintenance activities. The Contractor will respond to such Pre-Approved work requests by DSHS within the agreed lead time as set out for each Pre-Approved work request.
- (5) Examples include:
 - (a) Installation, configuration and testing of dot releases and patches of Contractor package/COTS software (including security patches)
 - (b) Required upgrades to a new version of the application's DBMS, language(s), utilities and/or operating system
 - (c) Testing the application following changes to the hardware environment such as server upgrades, virtualization, etc.
 - (d) Changes to support application security
 - (e) Required modifications due to new framework versions
 - (f) Changing JCL due to changes in versions of software support tools

Exhibit C

- (g) .Net, Java upgrades
 - (h) Ensuring software is maintained within an N-1 revision level unless agreed upon by DSHS
 - (i) Implement and integrate major software upgrades. (A list of applications is available upon request from the DSHS Contract Manager listed on page 1 of this Contract.) [Note to Bidders: information is also listed in the RFP, Attachment 11]
- (6) Logging and monitoring of system performance, system events, issues and errors, and storage of system logs for log review, analysis and correlation
- (7) This does not include implementation of a Contractor package/commercial off-the-shelf (COTS) software which, as determined by DSHS in its sole discretion, include a substantial amount of new or changed business functionality and require significant effort to implement.

d. Perfective Maintenance

- (1) The Contractor understands and accepts that it bears the responsibility to continuously aim for improving the performance and efficiency of the supported applications. The Contractor therefore will consistently analyze the potential improvement areas to maximize the transaction processing capabilities of the supported applications and shorten the effort required to manage the supported applications. The following, non-exhaustive, list of perfective maintenance activities can occur:
- (a) General performance tuning
 - (b) Improve incident and change response
 - (c) Improve incident resolution processes
 - (d) Increase automation to shorten change request implementations
 - (e) Archiving to increase application performance
 - (f) Database performance tuning
 - (g) Platform Optimization

e. Design Documentation

- (1) The Contractor will be responsible for conducting systems analysis and producing design documentation that reflects any changes or adjustments to the as-built architecture diagrams. The development of such documentation will be based on formal requirements specifications and will follow a formal process of analysis and design. The products of analysis and design will include a reflection of logical and functional changes to the hardware and software components of the system.

f. System Documentation

- (1) The Contractor will be responsible for maintaining existing system documentation that describes the system landscape in the form of as-built architecture diagrams/blueprints, configuration specifications, operating guides and instructions. System changes and enhancements will build upon the as-built documentation, developing new documentation as needed.

Exhibit C

- (2) System documentation for infrastructure and application software shall include system support and design documentation.
- (3) This includes maintaining and setting up system documentation in DSHS agreed upon repositories.

g. **Security**

- (1) The Contractor will be responsible for providing access and authorization to systems.
- (2) Examples include:
 - (a) Application specific access
 - (b) Removing old IDs
 - (c) Shutting off system authorizations

h. **Build and Maintain Test Environments**

- (1) The Contractor will be responsible for building and maintaining test environments
- (2) Examples Include:
 - (a) Copying data from production to test
 - (b) Refreshing test environments
 - (c) Defining backups and restores
- (3) Does not include: Setting up test data to test a new system enhancement. This is part of the development project.

i. **Maintain Business Rules**

- (1) The Contractor will be responsible for updating business rules. This includes:
 - (a) Updating business rules stored in editable tables
 - (b) Explanations of and assistance with setting up Supplemental Tables
 - (c) Change of business rules requiring changes to code

j. **ACES System Disaster Recovery**

- (1) The Contractor will be responsible for supporting the ACES System during disaster recovery and disaster recovery exercises. Contractor will be responsible for supporting and maintaining the applications in the disaster recovery environment and return from the disaster recovery environment to normal production. The Contractor will be responsible for ensuring the disaster recovery environment is functioning.
- (2) This includes:

Exhibit C

- (a) Plan and schedule disaster recovery testing
- (b) Document and perform recovery of the Application
- (c) Recover data and storage according to RTO/RPO requirements
- (d) Assist with/resolve remediation of recovery issues
- (e) Establish WAN connectivity from data center to the State/DSHS WAN
- (f) Return application from recovery site to normal production
- (g) Documentation of exercise
- (h) Actively participating in the execution of the recovery plan in the event of a disaster at the instruction of DSHS

k. System Audits

- (1) The Contractor will be responsible for supporting system audits by providing requested reports, data and information as requested by DSHS.

l. Data Discrepancies

- (1) The Contractor will be responsible for assisting resolution of data issues where the data is the problem, not the associated code.
- (2) Examples include:
 - (a) End user misuse of system functionality that can cause undesired effects. DSHS is then asked to "fix" the data
 - (b) Customers ask DSHS to investigate data mismatches between two systems and it turns out not to be a system problem, but the way the user was looking at the data
 - (c) Physically manipulating production data caused by a customer's inappropriate use of the system
 - (d) Instances where screen level field edits are not implemented or enabled
 - (e) Circumstances where referential integrity of data is not enforced

m. IT Operations Support Services

- (1) As part of the Applications M&O scope, the Contractor will be responsible to follow DSHS' M&O processes. DSHS IT operations process follows the ITIL framework. This includes, at a minimum:
 - (a) Change and Release Management
 - (b) Configuration Management
 - (c) Capacity Management

Exhibit C

- (d) Service Level Management
- (e) Disaster Recovery
- (f) Incident Management
- (g) Problem Management and Root Cause Analysis
- (h) Request Management
- (i) Knowledge Management

n. Maintenance and Support Roles and Responsibilities

(1) DSHS will:

- (a) Ensure all Contractor managed applications follow the DSHS maintenance processes including submitting all requests, documentation and other information required
- (b) Monitor monthly reports (provided by the Contractor) to evaluate performance and help address any issues identified
- (c) Review all documentation provided by the Contractor
- (d) Review, and as determined by DSHS in its sole discretion, approve or reject any changes to the M&O processes

o. Enterprise Data Warehouse and Business Intelligence

- (1) DSHS has a data warehouse and business intelligence solution implemented, however, DSHS' business intelligence and reporting needs are always evolving. See Section 6, **Contractor Performance Requirements**, below.
- (2) The Contractor will be providing skilled resources to support DSHS in the following:
 - (a) System administrative functions for data warehouse and reporting systems
 - (b) Database administrator functions for data warehouse
 - (c) Data architecture functions for data warehouse
 - (d) Data transformation functions
 - (e) Data reporting functions

6. Contractor Performance Requirements. This section details the activities the Contractor will be required to perform under the Contract.

Application Maintenance and Operations Requirements

Req. #	Requirement Description
6.1	Collaborate to integrate the Contractor's operational activities into DSHS standard processes and continuously identify opportunities to improve the processes

Exhibit C

6.2	Develop work requests whenever the Contractor requires changes to the infrastructure
Capacity Management	
6.3	Collaborate with DSHS to understand any business trends which could impact systems' capacity requirements, analyze historical trends and provide capacity forecast
6.4	Participate in and adhere to DSHS' capacity planning processes
6.5	Advise DSHS of need to allocate additional processing resources or allocate additional storage resource based on predefined parameters and observed growth patterns
Operational Process	
6.6	Participate and adhere to DSHS ITIL service management process
6.7	Deliver DevOps capability for continuous delivery following industry standards utilizing industry accepted automation tools
Change/Release Management	
6.8	Identify and submit any Application changes in compliance with DSHS' Change/ Release Management process
6.9	Adhere to DSHS ITIL change/release processes
6.10	Provide required documentation regarding each Application change/release
DevOps Capability	
6.11	Maintain Application software configuration in the DSHS source code management tool
6.12	Capture any Application software configuration changes included in any work request
6.13	Ensure up-to-date and accurate Application configurations are captured in the software configuration management tools; any errors should be reported to DSHS immediately
6.14	Maintain an inventory of all applications in the DSHS environment for which Contractor will be providing M&O services (including all attributes captured on the application inventory provided in the procurement library)
6.15	Manage source code in DSHS authorized source code management tool
6.16	Provide automated deployment methods using DSHS automated continuous deployment tools and technology as well as provide deployment documentation, scripts and configuration to the release processes.
6.17	Ensure master copies of new software versions in a secured software library and update configuration databases
6.18	Manage infrastructure as code (IaC) for using DSHS virtualization tools (such as Puppet, Ansible, etc.) and technology for development, test and production environments.
6.19	Manage continuous delivery environments as needed by DSHS maintenance and operation and enhancement activities.
Disaster Recovery	
6.20	Participate in and complete all Application related disaster recovery activities outlined in the disaster recovery plan
6.21	Participate in disaster recovery planning including developing/updating the disaster recovery plan, identifying required changes in the disaster recovery plan (e.g. a change in contact information)

Exhibit C

6.22	<p>The Contractor will be responsible for supporting the ACES System during disaster recovery and disaster recovery exercises. Contractor will be responsible for supporting and maintaining the applications in the disaster recovery environment and return from the disaster recovery environment to normal production. The Contractor will be responsible for ensuring the disaster recovery environment is functioning. Contractor responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> • Plan and schedule disaster recovery testing • Document and perform recovery of the Application • Recover data and storage according to Recovery Time Objective(RTO)/ Recovery Point Objective (RPO) requirements • Assist with/resolve remediation of recovery issues • Establish WAN connectivity from data center to the State/DSHS WAN • Return application from recovery site to normal production • Documentation of exercise • Actively participating in the execution of the recovery plan in the event of a disaster at the instruction of DSHS
6.23	Identify appropriate resources to support DSHS disaster recovery planning, testing and execution
6.24	Perform tasks outlined in the Disaster Recovery Plan in the event DSHS notifies Contractor of a disaster
Help Desk and Incident Management	
6.25	Adhere to application support escalation procedures. DSHS uses a tiered incident response process where incidents are triaged by DSHS staff prior to escalation to the next tier of support
6.26	Provide application solution expertise and involvement for resolution of service, incident, problem and change, following DSHS ITIL process
6.27	Log updates into the ticket tracking system in a timely manner in alignment with the DSHS processes, policies and procedures
6.28	Review the status of open service, incident, problem, change and related problems and the progress being made in addressing problems related to the applications
6.29	Conduct/participate in incident and problem management review sessions and provide status and problem impact categorization
Problem Management Services and Root Cause Analysis	
6.30	Provide expertise and be an active participant in the process to troubleshoot, diagnose and address the root cause of critical problems as required by DSHS (e.g. participate in "all hands on deck" meetings until a permanent fix to the incident is developed)
6.31	Develop/maintain procedures for performing root cause analysis (RCA) that meet requirements and adhere to defined policies
6.32	Conduct proactive trend analysis to identify and mitigate recurring incidents
6.33	Track and report recurring incidents or failures and provide associated consequences of repeating incidents if there is a business impact to DSHS
6.34	Recommend solutions to address recurring incidents or failures
6.35	Provide status report detailing the root cause of and work around procedure for correcting recurring incidents until closure through a permanent fix as determined by DSHS

Exhibit C

Security Administration	
6.36	Adhere to access profiles and policies for adding, changing, enabling/disabling and deleting log-on access for DSHS employees, agents and subcontractors to the ACES Application(s)
6.37	Adhere to Application security plan based on Washington State Office of the CIO (OCIO), DSHS and Federal application security requirements, standards, procedures, policies which includes, but is not limited to, procedures for security monitoring and log management functions, including Application vulnerability management. Standards include but are not limited to OCIO Security Standards, the DSHS Security Manual, NIST, and the Washington Office of Cybersecurity.
6.38	Adhere to DSHS' security policies and accepted industry standards of physical and logical security plans
6.39	Review all security patches relevant to the environment and classify the need and speed in which the security patches should be installed as defined by security policies
6.40	Support DSHS in performing security related activities and corrective action plans such as report development, controls documentation, HIPAA compliance activities, IRS 1075 compliance activities, performing security audits, etc.
6.41	Maintain all documentation required for Application security audits and internal control and control testing
6.42	Support the placement of systems with particularly sensitive data in controlled access areas. Only end-users with authorized access permission will be allowed to enter these areas (e.g., read access in logs, write access in some folders, etc.).
6.43	Provide a documented set of controls that is used to ensure the protection of data and security information among Applications
6.44	Ensure all Applications and tools provide adequate protection of data that is covered by regulatory or other compliance requirements — for example, those of the U.S. HIPAA, IRS 1075, ACA and HITECH Acts
6.45	Adhere to documented procedures to ensure background checks are performed on vendor personnel with administrative or other privileged access to servers, applications or customer data per CFR, RCW, DSHS, and vendor policy (whichever is more stringent)
6.46	Adhere to documented procedures for super user privilege management and database activity monitoring controls or the equivalent to detect inappropriate behavior by personnel with administrative access.
6.47	Report any security violations to DSHS per DSHS policies
6.48	Follow and support DSHS Security Design Review process for all required actions.
6.49	Support audit requirements, when applicable. Support resolution of audit findings.
6.50	Support forensic investigations
User Account Management	
6.51	Develop/document/manage and maintain Application user account maintenance procedures including, but not limited to: <ul style="list-style-type: none"> • Configuration of new users, roles and responsibilities, credentials, etc. • Users Refresh / Change / Updates • Deletion of Users
6.52	Provide assistance to DSHS, as required, in administering Application user accounts

Exhibit C

Break Fix	
6.53	Design, build and test application fixes
6.54	Address failures that cause crashes, hang-ups, data loss or corruption, erroneous results or any other Application related issues which impact the business' ability to perform their work (excluding warranty fixes and design issues, which are addressed elsewhere)
6.55	<p>The Contractor will be responsible for fixing issues (not functioning as designed) that cause a crash, degraded state, data loss or corruption, erroneous results or no work around for a major documented function. Includes associated analysis, design, coding, testing, configuration, communications, documentation, and implementation. Also includes issues encountered in the course of keeping purchased application packages up and running.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Application errors • Release errors • Code merge errors • System is down • Data records not processing as designed due to coding problems • Problems transmitting data between systems • System generating Incorrect or misleading data • Data download failures • System clocking (due to an application problem) • Unacceptable user work around due to system bugs • Data contention errors
6.56	<p>Where the resolution of a defect or error requires changes to the application functionality or technology, the Contractor will initiate and fulfill a work request indicating the urgency. The following, non-exhaustive, list of changes are included in the Corrective Maintenance Services as part of defect or error resolution:</p> <ul style="list-style-type: none"> • User interface changes • Changes to system interfaces • Application module changes • Database changes • Modification to standard query structure • Report changes
Tool Usage	
6.57	Leverage all tools available to DSHS. DSHS' preference is to continue using the same tools, however, is open to changing tools if the Contractor can justify the migration.
Application Operations Support	
6.58	Maintain/enhance procedures for performing Application specific administration.
6.59	Develop new as-built system documentation for enhancement work and maintain existing as-built system logical design documentation and blueprints that reflect the organization and interrelationships of application system components, modules and objects
6.60	Validate and maintain the existing data dictionary and business glossary for schemas, tables, and elements in the DB2 data model. This documentation shall include both technical details (description, data type, character length, acceptable values, required, null acceptable, etc.) and business definitions. Contractor shall use a modern data governance tool that supports a data dictionary and business glossary and establish a process for ensuring it is easily accessible, updated and maintained.

Exhibit C

6.61	Prepare pre-production release software for production and pre-production testing
6.62	Continually monitor data quality and identify opportunities for improvement
System Performance/Monitoring	
6.63	<p>Maintain/enhance monitoring policies, procedures and standards for the Applications including, but not limited to:</p> <ul style="list-style-type: none"> • Monitoring of buffers, database buffers, table space fragmentation, database space, unusual growth and propose solution in case of alert • Monitoring of System logs, update error, database corruption, jobs, and propose solution in case of alert • Monitoring of transaction and trace logs, network event logs and traces, garbage collection, memory and CPU utilization, indexes, etc., and propose a solution in case of an alert or resource issues • Monitoring of middleware (e.g., workflows, in- and out-bound queues) and report to DSHS according to agreed procedure • Monitoring of end-to-end transaction response time to allow measurements against SLAs • Monitoring of interfaces and batch and job scheduling
6.64	Perform Applications related database administration tasks
M&O Improvements	
6.65	<p>Continually identify, and where appropriate and approved, implement M&O improvement opportunities such as:</p> <ul style="list-style-type: none"> • Improving or automating support processes • Removing unused, orphaned or "dead code" • Identifying opportunities to retire legacy systems • Improving the quality and modularity of developed code • Proactive elimination of recurring problems • Improve performance management • Improve capacity management

Implement Enhancement Requirements

This section captures the activities the Contractor needs to perform to modify and/or enhance any Application.

Req. #	Requirement Description
6.66	Ensure all service and enhancement requests are logged in the DSHS defined ITSM tool.
6.67	Support the annual planning for technology refresh in compliance with software vendor licensing and specifications and upgrades
6.68	Produce price and labor hour estimates based on DSHS' scope definition document
6.69	Collaborate with DSHS to clarify any ambiguous requirements and/or to collect more information required to produce a proposal for a specific scoping document
6.70	Provide architectural design approach and price estimation documentation and justification to DSHS and receive approval from DSHS prior to commencing DDI activities on any scoping document

Exhibit C

6.71	Provide estimates for the requirement scope, including schedule, (including DSHS resources), testing plan, staffing plan, infrastructure impact and a release check-list
6.72	Create conceptual and functional specifications
6.73	Create design documents including architecture, security and technical design
6.74	Provide infrastructure requirements to DSHS in DSHS' required format
6.75	Develop application changes including configuration changes/modifications and custom development
6.76	Conduct walk-through review of configuration change/modification/development
6.77	Program, compile and document configuration changes/modifications/new code developed
6.78	Develop integration strategy (with external applications) and provide functional specifications for any development required on external system
6.79	Perform testing outlined in the proposal (E.g. unit testing, integration testing, regression testing) on all changes
6.80	Manage Application environments during test cycles
6.81	Update all related technical architecture and design documentation
6.82	Maintain overall accountability for management of technical/ACES System documentation
6.83	Maintain existing technical/System documentation as required to reflect System changes and/or to enhance or improve quality of documentation
6.84	<p>Establish coding standards (based on DSHS policies and standards), document standards, obtain DSHS approval, and ensure all project teams conform to these standards. The process for enforcing coding standards must:</p> <ul style="list-style-type: none"> • Include validations to ensure that code comments and in-line code documentation is properly implemented • Utilize a combination of code peer reviews, custom tools and third-party tools including open source tools • Include the production of reports demonstrating code standards enforcement and coverage across code base • Include specific processes to ensure code reusability and enforcement of code reusability standards • Include support for the DSHS quality assurance team to perform periodic or random audits and code reviews
6.85	<p>Continually identify and implement software development process improvement opportunities such as:</p> <ul style="list-style-type: none"> • Implementing automated regression testing, performance testing, etc. • Implementing tools • Improvements to methodology

Enterprise Data Warehouse Requirements

Req. #	Requirement Description
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Exhibit C

6.86	Analyze the business users' requests to gain a high level understanding of requirements and costs
6.87	Work with requestor to fully understand their business need
6.88	Leverage multiple techniques to ensure their business needs are fully understood and addressed including, but not limited to: <ul style="list-style-type: none"> • Developing mock-ups • Developing proof of concepts • Providing training/demos • Leveraging DSHS's approach to development
6.89	Support testing to ensure accurate data prior to migrating to production
6.90	Follow meta data practices and policies to ensure business data is well defined and can be used by the business users
6.91	Provide data user support after the data/report/tool goes into production
6.92	Find opportunities to streamline reports provided including identifying opportunities to consolidate reports
6.93	Develop and maintain programs and interfaces (ETL) for extracting data from systems of records
6.94	Develop and maintain programs and interfaces (ETL) for transforming data in support of business intelligence tooling and services

IT Operations Support Requirements

This section captures the activities the Contractor needs to perform in procuring additional services for DSHS.

Req. #	Requirement Description
6.95	Develop, manage and maintain knowledge base to improve self-service and help desk's capabilities to address user questions
6.96	Escalate tickets to Level 2/3 support when additional application knowledge is required; manage, track and report tickets through the process
6.97	Participate in system incident management reporting, tracking, escalation and resolution activities

Support, Maintain and Operate Enterprise IT Processes

Capacity Management

6.98	Develop/maintain and administer comprehensive DSHS Capacity Management process, including, but not limited to: <ul style="list-style-type: none"> • Developing capacity forecasts based on forecasted usage (e.g. adding users, adding functionality) • Monitoring IT resources (e.g. applications, OS, servers, database, network, disks) usage to enable proactive identification of capacity and performance issues and recommend changes • Identify areas where capacity levels can be increased while decreasing operating costs by changing the architecture/design • Implement tools that allow for capacity monitoring/trending
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Exhibit C

6.99	Provide capacity projections report for all DSHS infrastructure and applications supported by the vendor and as required by DSHS
6.100	Provide utilization and capacity reporting
<i>Change and Release Management</i>	
6.101	Collaborate with DSHS to maintain and adhere to change and release management processes, procedures and standards to be followed to by all of DSHS's applications systems supported by Contractor
6.102	Collaborate with DSHS to maintain and adhere to standard procedures and methods for each type of change including application services, interfaces, hardware, operating systems, databases, storage, network, batch schedule changes, etc.
6.103	Collaborate with DSHS to maintain and adhere to a schedule of planned changes and provide to DSHS for review as required
6.104	Manage and maintain the processes and procedures for production deployment (including roll-back planning)
6.105	For each release, ensure the change request has developed a business contingency/back out plan
6.106	Ensure all DSHS vendors and partners comply with change/release management policies and procedures and environment configurations remain synchronized. For this requirement, the Bidder will only be responsible for identifying and escalating where necessary, for any lack of alignment with policies and procedures.
6.107	Modify/update configuration database, asset management items, and service catalog (if applicable) to reflect any implemented changes
<i>Configuration Management</i>	
6.108	Develop/maintain/enhance configuration management processes, procedures and standards to support multiple vendors
6.109	Develop/maintain configuration management processes, policies and procedures for tracking system change
6.110	Maintain configuration management tools to track and inventory the configuration of the appropriate environments
6.111	Ensure all DSHS ITS vendors and partners are using configuration management tools and comply with policies and procedures and environment configurations remain synchronized. For this requirement, the Contractor will only be responsible for identifying and escalating where necessary, for any lack of alignment with policies and procedures.
6.112	Establish process for verifying the accuracy of configuration items, adherence to configuration management process and identifying process deficiencies
6.113	Provide DSHS with configuration management reports as required and defined by DSHS
6.114	Ensure up-to-date and accurate system changes are captured in the configuration management tools; that changes were made as prescribed and that the documentation of items and systems reflects their true configurations, and that any errors are reported to DSHS immediately
6.115	Maintain an inventory of all configuration items in the DSHS environment for which the Contractor will be providing M&O services (including all attributes captured on the application inventory provided in the procurement library)

Exhibit C

<i>Incident Management</i>	
6.116	Ensure rapid incident detection, ownership, recording, monitoring, tracking, reporting and communications. Log system incidents into the current ticket tracking system and outage log in a timely manner in alignment with the DSHS' processes, policies and procedures
6.117	Continually review the status of open incidents and related problems, and the progress being made in addressing problems related to the Applications
6.118	Lead incident management investigation and analysis, and provide status and incident impact categorization
6.119	Lead process for diagnosis and resolution of critical incidents
<i>Problem Management Services and Root Cause Analysis</i>	
6.120	Support the problem management role and associated responsibilities including, but not limited to: <ul style="list-style-type: none"> • Receive and log incidents and problems from Level 1/2 help desks • Categorize and log problems • Apply formal methods for problem assessment, troubleshooting, and diagnosis • Identify problem characteristics and root cause • Notify DSHS Staff and third party service provider(s) as required • Monitor problems until permanent resolution • Provide ongoing communication and reporting on the status of problem resolution • Communicate resolution status and provide closure notification • Provide analysis and trends of problems and report findings on a monthly basis
6.121	Track and report recurring incidents or failures and provide associated consequences of repeating incidents
6.122	Track and analyze all potential modifications (e.g. problem/defects, enhancements, projects across infrastructure) for all Application DDI vendors and report to DSHS for prioritization and approval to commence
<i>Security Administration</i>	
6.123	Establish a mechanism to ensure comprehensive and up-to-date policies and procedures to help governance activities related to access and identity management as well as information privacy and protection: <ul style="list-style-type: none"> • Privacy Impact Assessment • System Security Plan and workbook • Information Security Risk Assessment • Information protection governance • Change management • Incident Response • NIST 8---53 R4 Compliance Matrix • NIST 800 Controls Mapping
6.124	Enhance and maintain security documentation (Security Plan, Security Architecture and Access Policies and procedures, information protection governance, incident response, risk assessment,

Exhibit C

	PIA, SSP and Workbook and other related security documents) to support an enterprise approach to include multiple vendors and multiple divisions
6.125	Develop and maintain all documentation required for security audits and internal control and control testing
6.126	Provide a documented set of controls that is used to ensure the separation of data and security information among customer applications
6.127	Provide documented procedures to perform background checks on personnel with administrative or other privileged access to servers, applications or customer data
6.128	Provide documented procedures and establish procedures for vulnerability management, intrusion prevention, incident response, and incident escalation and investigation
6.129	Provide documented identity management and help desk procedures for authenticating callers and resetting access controls, as well as for establishing and deleting accounts
6.130	Ensure all security controls required to meet DSHS' security policies are in place and followed
6.131	Provide security and proactive monitoring on the dedicated and shared environment at the infrastructure level
6.132	Monitor security to ensure compliance to Federal security regulations and approved Application plans, processes and procedures
6.133	Develop/maintain/follow a documented process for evaluating security alerts from OS and applications vendors, shielding systems from attack until patched, and installing security patches and service packs on all environments
6.134	Demonstrate that the security staff average more than four (4) years' experience in information security
6.135	Demonstrate that more than 75% of the Contractor's security staff has current security industry certification, such as from the Certified Information Systems Security Professional certification program (www.isc2.org), Global Information Assurance Certification or equivalent. Proof of certification must be made available to DSHS upon request.
6.136	<p>The Contractor will be responsible for providing access and authorization to systems. Examples Include:</p> <ul style="list-style-type: none"> • Application specific access • Removing old IDs • Shutting off system authorizations
User Account Management	
6.137	Coordinate administration of security access to the DSHS ACES System and dedicated functionality
6.138	Adhere to DSHS policies for adding, changing, enabling/disabling and deleting log-on access of DSHS employees, agents and subcontractors
6.139	Perform log-on/security-level access changes at the OS and system software levels as detailed in profiles and policies

Exhibit C

6.140	Develop, document, manage and maintain user account maintenance procedures including, but not limited to: <ul style="list-style-type: none"> • Configuration of new users, roles and responsibilities, credentials, etc. • Users Refresh/Change/Updates • Deletion of Users
Application System Operations Support	
6.141	Develop, document and manage the processes and procedures for Interfaces and Batch Operations Architecture
6.142	Define job scheduling requirements, application software interdependencies, and rerun requirements for all production jobs
6.143	Utilize and manage scheduling tools for automating job execution (e.g., job workflow processes interdependencies, rerun requirements, file exchange functions, and print management)
6.144	Maintain master job schedule and execute all batch jobs
6.145	Perform job monitoring and manage resolution of any failed jobs
6.146	Monitor all Applications as agreed to in the documented monitoring policies, procedures and standards. Identify and report Application problems. This includes but is not limited to: <ul style="list-style-type: none"> • Monitoring of buffers, database buffers, table space fragmentation, database space, unusual growth and propose solution in case of alert • Creation and monitoring of ACES System logs, update error, database corruption, jobs, and propose solution in case of alert • Creation and monitoring of transaction and trace logs, network event logs and traces, garbage collector, memory and CPU utilization, indexes, etc., and propose a solution in case of an alert or resource issues • Monitoring of middleware (e.g., workflows, in- and out-bound queues) and system services, and report to DSHS according to agreed procedure • Monitoring of end-to-end transaction response time to allow measurements against SLRs • Monitoring of interfaces, and batch and job scheduling

Account Management and Quality Assurance Requirements

This section includes requirement and responsibilities for account management and quality assurance.

Req. #	Requirement Description
Account Management and Quality Assurance	
6.147	Propose account management structure, planning and procedures
6.148	Provide team that meets all qualifications outlined in the contract for the duration of the engagement unless explicit approval is received by DSHS in writing
6.149	Maintain and implement Account Management structure, planning and procedures accordingly.
6.150	Develop a service process that clearly defines how to order, change or delete services

Exhibit C

6.151	<p>Provide monthly status reports capturing all elements outlined in the contract, including but not limited to:</p> <ul style="list-style-type: none"> • Performance against SLRs • Activities performed during reporting period • Activities planned in the next reporting period • Risks and Issues • Status of any active M&O and Enhancement projects against agreed upon scope, schedule and budget • Status of any active additional services/work efforts
SLR Performance Management (Attachment 02)	
6.152	Define and implement methods for monitoring SLRs which govern the relationships between internal and external service providers (vendors), including provisioning, response times, etc.
6.153	Monitor and report performance against SLRs to DSHS
Application Quality Management	
6.154	<p>Participate in and address any findings in the following areas:</p> <ul style="list-style-type: none"> • Operations and service management • Quality assurance and control program process
6.155	Provide hours worked by employee broken down by task as defined by DSHS
6.156	Provide application service level reporting based on agreed upon SLRs

Decomposition Plan

This section includes general statements about the development of the Decomposition Plan, to be developed in the first twelve months of this engagement.

Req. #	Requirement Description
6.157	<p>To support the incremental sunsetting of the ACES mainframe features and functions, the vendor shall develop and maintain a Decomposition Plan. The Decomposition Plan shall address the proper action items required to transition from the current architecture to the to-be architecture throughout the IE&E Project(s) while ensuring no/low impact to Washingtonians who rely on ACES for critical services. The Decomposition Plan shall at a minimum include the following:</p> <ul style="list-style-type: none"> • Current ACES application landscape and data analysis <ul style="list-style-type: none"> – Applications: List IT applications and systems to be sunset, as well as those that may be needed in the to-be architecture. – Integrations between applications: Document upstream and downstream systems (according to the current state) that touch ACES and potential impacts as touchpoints are retired. – Features: Capture the lowest level capabilities that ACES performs for current clients. – Data flows: Capture data elements to and from the ACES system. • Transition into the target state architecture (IE&E Modernization Products) <ul style="list-style-type: none"> – Applications: Identify components to be sunset, replacement candidates, and gaps. – Integrations: Approach to minimize impacts to integrated services and current architecture. – Features: Plan to retaining features or capabilities during the sunsetting of the associated ACES components.

Exhibit C

	<ul style="list-style-type: none"> – Identification of short-term stabilization activities which would need to be completed while the sunset sequence is implemented (for example, if a particular ACES component is not sunset until year 5, are there any stabilization activities which need to be completed to ensure the component can sustain itself until year 5) – Considerations for the modernization roadmap to ensure both modernization and remediation are in synch. This will require the M&O vendor to facilitate discussions with DSHS and the vendors building the platform and products. • Data Decommissioning: <ul style="list-style-type: none"> – Identify and complete data backup requirements – Identify and schedule on-premises servers for decommissioning – Cancel maintenance and software contracts related to decommission services • Modular Cost Model to define ACES functionality in terms of modules that may be reasonably partitioned and decommissioned as new IE&E products/modules are implemented (and/or as DSHS/HHS Coalition programs transition to new IE&E Solution). The Modular Cost Model will assign, as a percentage of the overall ACES System, allocations of functionality that may be decommissioned as part of the sunset sequence. <p>Additionally, the Decomposition Plan should include approach, timelines, risk assessment, Key Performance Indicators (KPIs), and monitoring for the areas noted above.</p>
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M&O Turn-Over Service Requirements

This section includes general statements about the requirement and roles and responsibilities in case of termination of Contract or migration of the Services under this Contract to an alternate vendor at the time the Contract expires.

Req. #	Requirement Description
6.158	Create a detailed turn-over plan that covers all activities and the efforts of all involved parties and is agreed to in writing by DSHS ("Turn-Over Plan"). This part of the plan should express this in time and budget requirements, action ownership and program governance. A finalized Turn-Over Plan shall be delivered to DSHS for approval within 30 days of notice of termination or notification of migration.
6.159	Complete inventory of all assets covered by the Contract and required to provide the Services
6.160	<p>Ensure that the Turn-Over Plan includes delivering the key assets to DSHS in an agreed-to format. These key assets include, but are not limited to:</p> <ul style="list-style-type: none"> • Customer and other records (including subcontractor agreements that are required to provision the services) • Configuration information • Databases • Documentation • Asset registers • Programs • Knowledge databases • Fault databases • Asset maintenance history and status • Manuals

Exhibit C

	<ul style="list-style-type: none"> • Process and procedure documentation • Any other similar items that Contractor used or produced during the course of, or for the purpose of, provisioning the services or relating to the configuration control of the services • Source code • Development tools and procedures • Architecture and design documents to include logical system models, diagrams and blueprints
6.161	Hold briefings on the status and comprehensive nature of all items handed over
6.162	Complete knowledge transfer of the services to DSHS or alternate service provider(s)
6.163	Define the means by which no interruption of the provision of the services, or reduction in service levels, will occur during the handover period, and during transfer to DSHS or the new service provider
6.164	Arrange for the provisioning of a physical data room into which information shall be placed, for the organization and the new service provider to inspect and make copies for removal
6.165	Manage the implementation of the Turn-Over Plan and the disentanglement plan
6.166	Manage regularly scheduled and ad hoc meetings, as well as other communications, to address issues that may affect how involved parties perform their responsibilities in relation to the Turn-Over Plan and/or the Disentanglement Plan
6.167	Assist DSHS in developing the final handover and acceptance criteria
6.168	Introduce the new service provider to all relevant information and training to allow the service provider to leverage the DSHS ACES System, tools and services and operate within the multi-vendor environment, as required

Preventative Maintenance

The Contractor will be responsible for improving performance and maintainability and proactively addressing latent defects and to find and eliminate errors before they can impact the business and performance of an application. The expected result of this effort is to improve application speed, reliability and/or reduce the ongoing support costs.

Req. #	Requirement Description
6.169	<p>Examples of preventative maintenance include:</p> <ul style="list-style-type: none"> • Addressing documented problems that would save enough analyst support time or have material impact on the business to justify making code changes • Reducing time spent looking for the root cause of problems - regardless of whether any action is taken. • Code refactoring such as extracting one or more smaller sub-routines from a larger routine or removing duplicate routines and replacing with one shared function. • Removing obsolete code or application modules that are no longer in use. • Improving internal support-related processes. • Making JCL changes to include table backups/reorganizations.

Exhibit C

6.170	<p>DSHS and the Contractor will minimize the potential impact of future events on the supported applications by agreeing to exchange any information — business, functional and technical — of expected events that might require preventative actions in regard to the supported applications. Preventative maintenance activities for a special event may include, but are not limited to:</p> <ul style="list-style-type: none"> • Changing business volumes • Application packages releases by any third-party software provider • Application packages patches and fixes • Revisions, and upgrades to platform software and utilities • Special events, such as state and federal holidays, marketing initiatives, fiscal year end
6.171	<p>On notice of such a special event, the Contractor will analyze the impact of the event on supported applications and propose a solution as a work request. Acceptance and fulfillment of such work request will be in accordance with the procedure as set out in this Agreement. The following, non-exhaustive, list of preventive maintenance activities can occur:</p> <ul style="list-style-type: none"> • Application of release upgrades • Application of system patches • Archiving or purging as appropriate to free up storage for expected data volume increase • Pre-production execution simulation • Testing for special events

Adaptive Maintenance

The Contractor will be responsible for adapting the Applications to changes in the operating environment (e.g. required by infrastructure, operating system, outside vendor, etc.). This includes associated communication and documentation. This does not include adding new business capabilities from a user's perspective or added adaptive maintenance as a result of Enhancement Services.

Req. #	Requirement Description
6.172	<p>DSHS and the Contractor further agree that there are standardized Work Requests with known effort and lead time that can be requested by DSHS as part of adaptive maintenance activities (each, a "Pre-Approved Work Requests"). The Contractor will respond to such Pre-Approved Work Requests by DSHS within the agreed lead time as set out for each Pre-Approved Work Requests.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Installation, configuration and testing of dot releases and patches of Contractor package/COTS software (including security patches) • Required upgrades to a new version of the Applications' Database Management Systems (DBMS), language(s), utilities and/or operating system • Testing the application following changes to the hardware environment such as server upgrades, virtualization, etc. • Changes to support application security • Required modifications due to new Framework versions • Changing JCL due to changes in versions of software support tools • .Net, Java upgrades

Exhibit C

	<ul style="list-style-type: none"> • Ensuring software is maintained within an N-1 revision level unless agreed upon by DSHS • Implement and integrate major software upgrades to the Applications • Logging and monitoring of system performance, system events, issues and errors, and storage of system logs for log review, analysis and correlation <p>Pre-Approved Work Requests do not cover Services such as implementation of a software which, as determined by DSHS in its sole discretion, includes a substantial amount of new or changed business functionality and requires significant effort to implement.</p>
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Perfective Maintenance

The Contractor will be responsible to continuously aim for improving the performance and efficiency of the Applications.

Req. #	Requirement Description
6.173	<p>The Contractor understands and accepts that it bears the responsibility to continuously aim for improving the performance and efficiency of the supported applications. The Contractor therefore consistently analyzes the potential improvement areas to maximize the transaction processing capabilities of the supported applications and shorten the effort required to manage the supported applications. Perfective maintenance activities may include but are not limited to:</p> <ul style="list-style-type: none"> • General performance tuning • Improve incident and change response • Improve incident resolution processes • Increase automation to shorten change request implementations • Archiving to increase application performance • Database performance tuning • Platform optimization

Design Documentation

The Contractor will be responsible for conducting systems analysis and producing design documentation that reflects any changes or adjustments to the as-built architecture diagrams.

Req. #	Requirement Description
6.174	<p>The Contractor will be responsible for conducting systems analysis and producing design documentation that reflects any changes or adjustments to the as-built architecture diagrams. The development of such documentation will be based on formal requirements specifications and will follow a formal process of analysis and design. The products of analysis and design will include a reflection of logical and functional changes to the hardware and software components of the system.</p>

System Documentation

The Contractor will be responsible for maintaining existing system documentation that describes the system landscape in the form of as-built architecture diagrams/blueprints, configuration specifications, operating guides and instructions

Req. #	Requirement Description
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Exhibit C

6.175	<p>The Contractor will be responsible for maintaining existing system documentation that describes the system landscape in the form of as-built architecture diagrams/blueprints, configuration specifications, operating guides and instructions. System changes and enhancements will build upon the as-built documentation, developing new documentation as needed.</p> <p>System documentation for infrastructure and application software shall include system support and design documentation.</p> <p>This includes maintaining and setting up system documentation in DSHS agreed upon repositories.</p>
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Business Rules Maintenance

The Contractor will be responsible for maintaining and updating business rules, including the following:

Req. #	Requirement Description
6.176	<p>The Contractor will be responsible for updating business rules. This includes:</p> <ul style="list-style-type: none">• Updating business rules stored in editable tables• Explanations of and assistance with setting up Supplemental Tables• Change of business rules requiring changes to code

System Audits

The Contractor will be responsible for supporting system audits by providing requested reports, data and information.

Req. #	Requirement Description
6.177	<p>The Contractor will be responsible for supporting system audits by providing requested reports, data and information as requested by DSHS.</p>

Data Discrepancies

The Contractor will be responsible for assisting resolution of data issues where the data is the problem, not the associated code.

Req. #	Requirement Description
6.178	<p>Examples of data discrepancies Include:</p> <ul style="list-style-type: none">• End user misuse of system functionality that can cause undesired effects. DSHS is then asked to "fix" the data• Customers ask DSHS to investigate data mismatches between two systems and it turns out not to be a system problem, but the way the user was looking at the data• Physically manipulating production data caused by a customer's inappropriate use of the system• Instances where screen level field edits are not implemented or enabled• Circumstances where referential integrity of data is not enforced

Exhibit D

Exhibit D – Personnel Requirements

1. Personnel Requirements

This Personnel section is intended to define the requirements and attributes of Personnel roles critical to the success of the contract. This section defines, among other things, minimum proficiency levels, training, supervision, conduct, and management and how, when, by whom and where the Contractor will hire, replace and train Personnel. This section contains the descriptions, roles and responsibilities that apply to the Personnel within the Contractor's organization.

- a. **General Skills and Abilities.** Contract staff should possess the following skills and abilities above and beyond the technical skills required for their positions:

(1) Interpersonal and Organizational Communication

- (a) Verbal Communication: Effectively express ideas and information through the spoken word using language that is appropriate to both the complexity of the topic and the knowledge and understanding of the audience.
- (b) Written Communication: Effectively convey ideas and information in writing using language that is appropriate to both the complexity of the topic and the knowledge and understanding of the reader.
- (c) Organizational and Political Awareness: Use knowledge and understanding of the organizational and political climate to make decisions and take actions that satisfy diverse interests and contribute effectively to organizational goals.
- (d) Dealing with Executive Management: Will be required from time to time to make presentations to executive management. The ability to be effective in this setting is vital to the success of Process Management.

(2) Results Oriented

- (a) Focus: Motivation that is focused on long-term results.
- (b) Decisiveness: Make timely decisions without sacrificing quality even under ambiguous circumstances or when data is limited.
- (c) Prioritize: Applies most effort to the highest priority needs of the Department.
- (d) Planning: Logically integrate various ideas, intentions, and information to form effective action plans and solutions. Express proposals with clear and complete business case material, thoughtful approach to doing the work, complete stakeholder analysis, accurate budget estimate, and realistic project timeline. Effectively direct and integrate all aspects of a project or program, ensuring that work progresses toward achieving goals and objectives.
- (e) Self-Management: Be a self-starter. Demonstrate professionalism and integrity as a model for all staff. Ensure adherence to policy, process, standards and procedures, and participate in the development of the same. Continue to seek and assume additional responsibilities as appropriate. Work effectively in a diverse work environment, exhibiting professionalism and integrity as a model for all staff. Meets deadlines.

(3) Commitment to Technical Competence

Exhibit D

- (a) Commitment to Self-Improvement & Continual Learning: Demonstrate an ongoing commitment to learning and self-improvement by maximizing training opportunities and keeping technical skills current. Continually strive to expand technical competence.
- (4) **Core Competencies.** Demonstrated behavior that reflects the following core competencies:
 - (a) Customer Focus: Build and maintain internal and external customer satisfaction with the products and services offered by the organization. Consistently go beyond basic service expectations to implement complete solutions.
 - (b) Adaptability and flexibility: Adapt easily to changing business needs, conditions, and work responsibilities. Adapt approach, goals, and methods to achieve successful solutions and results in dynamic situations.
 - (c) Accountability: Accept personal responsibility for the quality and timeliness of your work and meeting expectations. Can be relied upon to achieve excellent results with little need for oversight. Link mission/vision/values to everyday work.
 - (d) Results orientation and initiative: Focus on results and desired outcomes and how best to achieve them. Identify what needs to be done and take appropriate action before being asked. Act as if you believe that your actions make a real difference in meeting the needs of clients, customers, and fellow employees. Get the job done.
 - (e) Trust and integrity: Earn the trust, respect, and confidence of coworkers and customers through consistent honesty, forthrightness and professionalism in all interactions.
 - (f) Relationship-building and influence: Build constructive working relationships characterized by a high level of acceptance, cooperation and mutual regard.

2. Key Personnel – General Requirements.

- a. The term “Key Personnel”, for purposes of this Contract, means Contractor staff deemed as being both instrumental and essential to the Contractor’s satisfactory performance of all requirements contained in this Contract. Contractor Key Personnel must be the primary team that delivers the Services. Key Personnel are deemed critical to the success of this initiative, they must be full-time and dedicated solely to the DSHS account (unless otherwise noted).
- b. The Contractor should ensure Key Personnel have, and maintain, relevant current license(s) and/or certification(s). The Contractor can provide alternative solutions though any changes must be approved by DSHS. Changes to the proposed positions and responsibilities will only be allowed with prior written permission from DSHS.
- c. The Contractor shall seek and receive DSHS approval before hiring or replacing any Key Personnel. The Contractor shall remove and replace Key Personnel, if requested by DSHS, within two (2) weeks of the request for removal.
- d. The Contractor must provide DSHS with written notification of anticipated vacancies of Key Personnel within two (2) business days of receiving the individual’s resignation notice, the Contractor’s notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Personnel shall have qualifications that meet or exceed those specified in this Contract and will be subject to approval by DSHS. The Contractor shall provide DSHS with status update reports every week on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified replacement within

Exhibit D

sixty (60) days of the last day of employment of the departing Key Personnel. During the recruitment and training period, the Contractor shall provide an interim replacement for all Key Personnel, subject to approval by DSHS.

- e. All Key Personnel must be able to provide expert-level documentation and communication to both technical and business audiences.

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Exhibit E

Exhibit E – Service Level Requirements

[Note: Please see RFP # 2223-808, Attachment 02 – Service Level Requirements until this document is converted to a PDF, at which point Attachment 02 – Service Level Requirements will become Exhibit E, here]

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Exhibit F

Exhibit F – Cost Structure

[Note: This Exhibit will reflect the Cost Proposal submitted by the Apparent Successful Bidder for ACES M&O RFP # 2223-808]

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