

 <p>Washington State Department of Social &amp; Health Services</p> <p>Transforming lives</p>	<h2>SERVICES CONTRACT</h2> <h3>Housing Stabilization Services Application</h3> <h3>Support</h3>	DSHS Contract Number: 2434-55039 Resulting From Procurement Number: 2334-841	
This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.		Program Contract Number:  Contractor Contract Number:	
CONTRACTOR NAME Geocko, Inc.		CONTRACTOR doing business as (DBA) FORWARD	
CONTRACTOR ADDRESS PO BOX 12242 Seattle, WA 98102		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-195-346	DSHS INDEX NUMBER 249633
CONTRACTOR CONTACT Tim Morones	CONTRACTOR TELEPHONE (855) 582-3973	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS tim.morones@forwardplatform.com
DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Community Services Division	DSHS CONTRACT CODE 3000PC-34	
DSHS CONTACT NAME AND TITLE Rachael Wright Program Coordinator		DSHS CONTACT ADDRESS 1700 E Cherry St Suite 100  Seattle, WA 98122	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS rachael.wright@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		ASSISTANCE LISTING NUMBER(S) 93.566	
CONTRACT START DATE 04/01/2024	CONTRACT END DATE 09/30/2025	CONTRACT MAXIMUM AMOUNT \$18,979,600.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements Exhibit B - Statement of Work; Exhibit C - Federal Award Details <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
DocuSigned by:  042A9A04B5A0428... DSHS SIGNATURE		PRINTED NAME AND TITLE Tim Morones Senior VP of Operations	DATE SIGNED 03/27/2024
		PRINTED NAME AND TITLE Caleb Clark, Contracts Consultant DSHS Central Contracts and Legal Services	DATE SIGNED 27MAR2024

## DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
  - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
  - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
  - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
  - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
  - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
  - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
  - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
  - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
  - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
  - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
  - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
  - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- 2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- 3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
- 4. Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
  - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law and Washington State Requirements.**
- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
  - b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

### c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

## 6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the

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Confidential Information by:

- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
  - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
  - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
  - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
  - (a) Use a Trusted System.
  - (b) Encrypt the Confidential Information, including:
    - i. Encrypting email and/or email attachments which contain the Confidential Information.
    - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

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

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- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 9. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 10. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 11. Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 12. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 13. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 14. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 15. Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations;

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Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

### 16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

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

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

17. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### **Additional General Terms and Conditions – Professional Service Contracts:**

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly

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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. 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.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
  - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
  - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
  - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. 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.
- 25. 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.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:



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- 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 vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 27. 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.
- 28. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. 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)

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Circular or regulation; and

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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

c. **Financial Related Audits.** If the Contractor is a for-profit subrecipient and expends \$750,000 or more in federal awards received pursuant to the Contract, the Contractor shall procure and pay for a financial related audit as defined in the Government Auditing Standards, GPO Stock #020-000-00-265-4, or a single or program specific audit in accordance with the requirements contained in 45 CFR Part 75, Subpart F.

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

**30. 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.

**31. 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.

**32. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract

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termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

**33. 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.

**34. 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.

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- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

### **35. 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.

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.

### **36. 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,

## **DSHS General Terms and Conditions**

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.

## DSHS General Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
  - a. **“Afghan Humanitarian Parolee or AHP”** means a citizen or national of Afghanistan who the Department of Homeland Security (DHS) has paroled into the United States between July 31, 2021, and September 30, 2023, and has an active parolee status; or
    - (1) A spouse or child of any individual described above in a., who is paroled into the U.S. after September 30, 2023; or
    - (2) A parent, legal guardian, or primary caregiver of any individual described in a., who is determined to be an unaccompanied refugee minor or an unaccompanied child who is paroled into the United States after September 30, 2023
    - (3) Additional details for Afghan Humanitarian Parolees may be referenced in [ORR Policy Letter 22-01](#).
  - b. **“Afghan Special Immigrants”** means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
  - c. **“Amerasians”** means an individual born in Vietnam after January 1, 1962, and before January 1, 1976 who was fathered by a US Citizen.
  - d. **“Asylee”** means an individual who is physically present in the US or at a border or port of entry and who has been granted political asylum by the US Attorney General. An applicant for asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.
  - e. **“Business day”** means any day Monday through Friday, excluding state or federal holidays.
  - f. **“Calendar day”** means any and all days in a given year.
  - g. **“Consent Form”** means the DSHS 14-012(X) Consent form signed by the applicant giving the Contractor and DSHS permission to share his/her personal information as it relates to contracted services.
  - h. **“Cuban-Haitian Entrant”** means a national of Cuba or Haiti who (1) was paroled into the US or (2) was paroled for criminal prosecution or to give testimony, or has a pending case, or applied for asylum status.
  - i. **“Data”** means any Personal Information or other information accessed or gained while providing services in accordance with this Contract.
  - j. **“DSHS Program Manager”** is the DSHS Contact person listed on page 1 of this Contract.
  - k. **“Equitable”** means, for the purposes of the Contract, ensuring that access, resources and opportunities are provided for all to succeed and grow pursuant the Executive Order on Advancing Racial Equity and Support for Underserved Communities (EO 13985).
  - l. **“ESA”** means the Economic Services Administration.

## DSHS General Terms and Conditions

- m. **“Household”** means all individuals who share a common living space and expenses. A household may consist of family members or unrelated individuals, like roommates or friends.
- n. **“HSS”** means Housing Stabilization Services, the federal ORR funded program designated to provide short-term financial assistance to eligible refugees and immigrants experiencing housing instability. Short-term financial assistance is aimed at alleviating housing-related expenses, which may encompass rent, eviction prevention, security deposits, utility payments, and other approved fees.
- o. **“HSS Contracted Providers”** means the resettlement agencies and community-based organizations located throughout Washington state that have secured DSHS ORIA contracts to provide housing stabilization and enrollment services.
- p. **“Immigration documentation”** means copies of relevant immigration documents showing that the individual qualifies for ORR services. This may include one or more of the following copies of their I-94, Form I-766 Employment Authorization Document, foreign passport with an eligible Machine Readable Immigrant Visa, foreign passport with an eligible Department of Homeland Security, foreign passport with an eligible Customs and Border Protection (DHS/CBP) stamp, or Form I-551 Permanent Resident Card, also referred to as a green card, or other relevant immigration documents that verify eligibility. Specific details of acceptable immigration documentation is available at [ORR’s Status and Documentation Requirements page](#). Immigration documentation is required for the person served, including their parent(s) or legal guardian(s), if applicable.
- q. **“Inclusive”** means actively promoting an environment that is welcoming to all people regardless of race, ethnicity, sex, gender identity, age, abilities, and religion.
- r. **“Iraqi Special Immigrant”** means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- s. **“Lawful Permanent Resident”** means a person who has been granted the legal right to reside in the US as an immigrant by the United States Citizenship Immigration Services (USCIS). Refugees are eligible to apply for permanent resident status one year after date of entry into the US. As proof of that status, a person is granted a permanent resident card (USCIS I-551), commonly called a “green card”.
- t. **“LGBTQI+”** means Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex, with the “+” representing those who are part of the community, but for whom LGBTQI does not accurately capture or reflect their identity. Additional information on serving LGBTQI ORR-eligible populations is available at [ORR Policy Letter 22-14](#).
- u. **“Managed File Transfer (MFT)”** is a multi-protocol (Hypertext Transfer Protocol Secure [HTTPS], Secure File Transfer Protocol/Secure Shell [SFTP/SSH] and File Transfer Protocol [FTPS]) secure file transport to perform manual single file or automated high-volume file transfers between DSHS and contracted providers.
- v. **“ORIA”** means the DSHS Office of Refugee and Immigrant Assistance, an Office located within the ESA Community Services Division.
- w. **“ORR”** means the federal Office of Refugee Resettlement located within the Administration for Children and Families, Department of Health and Human Services.
- x. **“Primary Applicant”** means the individual or head of household designated to represent the household and apply for rental or eviction prevention assistance.

## DSHS General Terms and Conditions

- y. **“Release of Information Form”** means the form signed by the applicant giving both Contractor and DSHS permission or consent to share applicant’s personal information as it relates to contracted services.
- z. **“R&P”** means Reception and Placement a program funded by the Department of State Bureau of Population, Refugees, and Migration (PRM) to provide initial support, over a period of 30 to 90 days, to help refugees begin their new lives in the U.S.
- aa. **“Refugee”** means an individual who is outside their country of nationality or habitual residence and is unable or unwilling to seek protection of that country due to a well-founded fear of persecution based on race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term “refugee” refers to the following immigration statuses:
- (1) Refugees,
  - (2) Asylees,
  - (3) Cuban-Haitian Entrants,
  - (4) Amerasians,
  - (5) Victims of trafficking who receive certification letters from ORR,
  - (6) Iraqi and Afghan special immigrants with Special Immigrant Visas,
  - (7) Afghan Humanitarian Parolees,
  - (8) Ukrainian Humanitarian Parolees, or
  - (9) Other ORR-eligible populations, if eligibility is expanded. Refer to individual definition sections for additional information on eligibility guidelines, including dates of eligibility for each status.
- bb. **“Special Immigrant Visa or SIV”** means the status that is granted from a federal program that helps citizens from Afghanistan to receive a visa to migrate to the United States. Administered under the Defense Authorization Act for Fiscal Year 2008, Public Law 110-181, the program allows Afghan nationals that have been employed by or on behalf of the United States Government and experienced ongoing and serious threat as a consequence of that employment to gain lawful permanent residency. (References: Section 101(a)(27)(c) and section 203(b)(4) of the Act; 8 CFR 204.5 (m).)
- cc. **“Ukrainian Humanitarian Parolee or UHP”** means a citizen or national of Afghanistan who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons and has an active parolee status; or
- (1) Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023;
  - (2) A spouse or child of an individual described in cc., who is paroled into the U.S. after September 30, 2023, or
  - (3) A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or unaccompanied child described in cc., who is paroled into the U.S. after September 30, 2023.



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(4) Additional details for Ukrainian Humanitarian Parolees may be referenced in [ORR Policy Letter 22-13](#).

- dd. **“Vendor”** means a private landlord, property management company, utility company, or housing provider with a formal lease agreement or contractual arrangement to deliver services.
- ee. **“Victim of Human Trafficking”** means a person who received certification for having been trafficked into the US and forced into domestic or international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment, or their eligible family member.
- ff. **“W-9”** means the tax form used in the United States by individuals and businesses to provide their taxpayer identification number (TIN) to another party, such as an employer or business that needs to report certain types of income to the Internal Revenue Service (IRS). For the purposes of this contract, the W-9 form is collected to confirm vendor tax information and identity before issuing rental assistance and eviction prevention payments.

2. **Purpose.** The purpose of this contract is to establish the terms and conditions under which the Contractor uses its own electronic data processing solution to develop, receive, screen and approve HSS applications. In addition, the Contractor will distribute rental assistance payments to approved third party vendors and deliver training and technical support to HSS Contracted Providers or other stakeholders designated by DSHS.
3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth in Exhibit B Statement of Work, incorporated herein and attached hereto.
4. **Background Checks.** Upon DSHS request, The Contractor shall conduct, at Contractors expense, a criminal history background check through the Washington State Patrol or other appropriate Washington State agencies, on all current and potential employees, volunteers, and subcontractors, who will perform, or are anticipated to perform, any of the work under the Contract.
5. **Consideration.** Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is a maximum of \$18,979,600 including any and all expenses, and shall be based upon the following:

1. Implementation Payment	\$406,374
2. Administration and Services	\$522,250
3. Rental Assistance/Emergency Eviction Prevention Payments	\$18,000,000
4. Annual Performance Outcome payment	\$50,976
<b>Total Contract Maximum Amount</b>	<b>\$18,979,600</b>

- a. Implementation. The Contractor will receive a maximum of \$406,374 upon the achievement of the following deliverables:

(1) Online Platform Development and Application Implementation.

(a) Creation of an online application system.

## DSHS General Terms and Conditions

- (b) Development of a dashboard/tracking system.
- (c) Online application system training for DSHS HSS contracted providers.
- (d) Launch of the online application system.

b. Administration and services: The Contractor shall receive a maximum of \$522,250 for administrative and services expenses.

- (1) The Contractor shall receive cost-based reimbursement for the total amount of expenses incurred to provide HSS administrative services during an invoicing month.
- (2) The Contractor will report expenses on the Contract Summary Report (CSR). The CSR format will be provided by DSHS and include items that are eligible for reimbursement which are negotiated from the Contractor's application and budget as agreed to by DSHS. The Contractor shall not submit copies of expenditure source documentation unless requested by DSHS.
- (3) Monthly reimbursement may include various costs, including salaries, benefits, subcontracted services, and indirect expenses billed under the Contract.
- (4) Upon request by ORIA, the Contractor shall submit copies of all source documentation for expenditures claimed on invoice vouchers submitted for payment, in the manner requested by DSHS.

c. Rental Assistance and Emergency Eviction Prevention Payments. A maximum of \$1,125,000 shall be reimbursed monthly to the landlord or utility company on behalf of the approved applicants and reimbursed by DSHS.

- (1) Unspent Rental Assistance and Emergency Eviction Prevention funds due to lost or uncashed checks, must be returned DSHS.

d. Final Report. The Contractor will receive \$50,976 upon the submission of the final report including the following deliverables.

- (1) Applications received, approved and denied.
- (2) Applicant Demographic data, including but not limited to categories set forth in section 13. Data Sharing, subsection b. data elements of this contract.
- (3) Vendor Demographic data, including but not limited to vendor name, location, and classification.
- (4) Total payments issued.
- (5) Narrative section describing the successes, challenges, and areas of opportunity for the project.
- (6) Any additional information requested by DSHS.

e. All funding for this Contract is awarded to DSHS from the federal Department of Health and Human Services, ORR, through the HSS Program.

**6. Duplication of Services.** The Contractor shall not bill and DSHS will not pay for services performed under the Contract if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

## DSHS General Terms and Conditions

The Contractor shall ensure that only one rental assistance payment is issued per applicant in a given month.

- 7. Work Products.** The Contractor shall generate work products under this Contract. This includes, but is not limited to, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, and any combinations thereof. Work Products shall be and remain the exclusive property of DSHS for its use in any manner DSHS deems appropriate. For the avoidance of doubt, Work Product does not include any software, content, works of authorship, intellectual property or other technology created by Contractor prior to or independent of this Contract, or any improvements or modifications.
- 8. 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 of properly completed invoices which shall be submitted to the DSHS Program Manager by the Contractor no later than 30 calendar days after the last day of each month. The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract. Each Invoice Voucher submitted for payment must be accompanied by the following:

    - (1) A completed Contract Summary Report (CSR); the CSR format will be provided by DSHS;
    - (2) A completed Monthly Caseload Report (MCR) which details applicant demographic information and monthly rental assistance distributed. The format and reporting instructions will be provided by DSHS;
    - (3) Any other program reports as requested in the attached Exhibit(s); and,
    - (4) Any additional backup or supporting documentation, such as a general ledger, requested by the DSHS Program Manager that provides clarification or gives detail regarding the A19 Invoice Voucher, CSR, or Monthly Caseload Report.
    - (5) In circumstances where the Contractor requires billing more than once a month, the Contractor must provide written notice to the DSHS Program Manager at least (5) business days prior to a supplemental invoice submission for approval.
  - b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the DSHS Program Manager of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 9. Interpretation and Translation Services.** The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract. DSHS will not reimburse the Contractor for the use of interpreter or translation services, unless specifically stated otherwise in another section of the Contract.
- 10. Culturally Relevant Services.** The Contractor shall in best efforts ensure all services are provided in the cultural context of the individual and/or individual's family.
- 11. General Measures.**

## DSHS General Terms and Conditions

- a. The Contractor shall in best efforts recognize the legal and civil rights of LGBTQI+ eligible individuals when determining access to and providing services. ORR recommends that the following measures are implemented.
  - (1) Enroll eligible individuals or households using their preferred gender and provide non-binary individuals alternatives from strict male/female designation, as possible.
  - (2) Facilitate the creation of a program enrollment environment in which an individual may feel safe to identify as LGBTQI+, confidentially or otherwise.
- b. The Contractor shall in best efforts ensure all services and resources are provided in an inclusive and equitable manner.

**12. Incorporated by Reference.** The following documents are hereby incorporated by reference, and are deemed by the parties to constitute a binding part or obligation of the Contract:

- a. The program proposal and budget submitted and agreed upon by the DSHS Program Manager and Contractor.
- b. ORIA HSS- Contractor Guidelines- Requirements for Contractor Staff Assisting Applicants, to be provided by DSHS Program Manager.

**13. Record Keeping.** The Contractor shall maintain the documentation required as outlined in this Contract and must provide access to it within 5 business days of receiving advance written notice from ORIA for monitoring purposes.

**14. Data Sharing.**

The Confidentiality terms outlined in the General Terms and Conditions, Section 6. Confidentiality shall also apply to DSHS in the event which DSHS gains data from the Contractor.

In addition, DSHS will provide the Contractor access to applicant information on an as needed basis to provide services outlined within this Contract.

a. Purpose.

- (1) Activity for which the Data is needed: To provide services to eligible applicants.
- (2) How Data Recipient will use Data: Contractor will use applicants' information to administer this Contract. This includes but is not limited to the following:
  - (a) Application Review;
  - (b) Direct housing vendor information;
  - (c) Billing;
  - (d) Reporting; and
  - (e) Applicant information updates.

b. Description of Data.

## DSHS General Terms and Conditions

(1) Data elements. Applicant's personal information including but not limited to:

- (a) Full name
- (b) Date of Birth;
- (c) Gender;
- (d) Date of Arrival, Asylum Granted or Parole Period Admit Until Date;
- (e) Alien Number;
- (f) Country of Origin
- (g) Immigration Status;
- (h) DSHS Client ID;
- (i) Zip code;
- (j) Household information.
- (k) Rental Unit size;
- (l) Third-Party Vendor Information;
- (m) Assistance Amount Paid; and
- (n) Check and payment information.

(2) Time frame(s) for Data disclosure or exchange: Duration of Contract.

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

- (a) The Contractor shall not link the data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS.

c. Data Access or Transfer.

(1) Staff Access to Data.

- (a) Access to Data shall be limited to staff that are assigned to provide services under this Contract.
- (b) The Contractor shall provide the DSHS ORIA Program Manager listed of their staff that are providing services under this Contract that have been granted access to the DSHS Applicant information.
- (c) The Contractor shall contact the DSHS ORIA Program Manager whenever they need to change the staff granted access to the DSHS Applicant information.

(2) Method. DSHS will provide the Contractor DSHS Applicant information via Secure e-mail and/or

## DSHS General Terms and Conditions

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(3) Requirements for Access.

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

(4) Frequency of Exchange: Daily access.

d. Limitations on Use of Data.

- (1) If the Data and analyses generated by Contractor contain personal information about DSHS Applicants, then any and all reports utilizing these Data shall be subject to review and approval by the DSHS ORIA Program Manager prior to publication in any medium or presentation in any forum.

e. Security of Data.

- (1) Data Protection. The Contractor shall exercise due care to protect Data from unauthorized physical and electronic access in accordance to Exhibit A. Due care includes establishing and maintaining security policies, standards, and procedures which detail:
  - (a) Access security, identification, and authentication;
  - (b) Network and workstation security;
  - (c) Premise security; and
  - (d) Sanctions for unauthorized use or disclosure of Data.

(2) Data Disposition.

- (a) The Data provided will remain the property of DSHS and will be promptly destroyed by the Contractor, or returned to DSHS, upon DSHS request or when the work for which the Data was required, as fully described herein, is completed. This includes removal of the Data from hard drives upon which the Data may have been stored, in a way that prevents the Data from being retrieved (such as by using a "wipe" utility). Refer to Exhibit A for additional details on data disposition.

f. Confidentiality and Nondisclosure.

- (1) The Contractor may use Personal Information and other information or Data gained by reason of this Contract only for the purposes of this Contract.

## DSHS General Terms and Conditions

(2) The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains.

(a) The Contractor shall use a Release of Information form and file the signed release forms in each applicant's file.

(b) The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract. Further, the Contractor shall not link the Data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the Data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS ORIA Program Manager.

g. Portable Devices or Media.

(1) The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.

h. Breach or Potential Compromise of DSHS Information.

(1) As provided in Exhibit A of this Agreement, the compromise or potential compromise of Confidential Information must be reported to the DSHS contact on page one (1) of this agreement within one (1) business day of discovery. The notifying party shall take immediate action to mitigate the risk of loss and comply with any notification or other requirements imposed by law. The Contractor shall report any lost or stolen portable devices or media to the DSHS contact within one (1) calendar day of discovery.

**15. Contract Monitoring.** DSHS will have the right to monitor the Contractor for compliance with the terms and condition of the Contract and may provide technical assistance upon request or when necessary to assist with Contract compliance. The method of monitoring may include desk audits and onsite monitoring. The Contractor shall be present for site visits and provide information pertaining to the Contract as requested by the ORIA Program Manager or designee. DSHS will notify the Contractor with at least 5 day's notice, prior to scheduling a visit or audit which will be scheduled during the Contractors regular business hours. In addition to onsite monitoring, the contractor and the ORIA Program Manager or authorized designee may engage in a program audit once during the term of this contract. The Contractor will return the results of a program audit no later than (30) days after receiving the request from DSHS.

a. During a scheduled audit or monitoring the ORIA Program Manager or designee may at minimum conduct the following tasks or performance checks set forth below:

(1) Observation of contracted services and review program documentation.

(2) Evaluate processes and performance.

(3) License and certification if applicable.

(4) Confidentiality policy and process.

(5) Insurance verification.

(6) Applicant data collection.

## DSHS General Terms and Conditions

- (7) Conduct staff interviews.
  - (8) Review financial records including payment documentation and verification.
  - (9) Desk audits.
  - b. **Corrective Action.** The Contractor shall develop a written action plan to correct any Contract deficiencies identified during these site visits or program audit and shall submit such plan to the ORIA Program Manager or designee within thirty (30) days of notification of non-compliance. ORIA Program Manager will return the completed action plan with approval of proposed corrective actions and any timelines associated within (30) days.
- 16. Contractor Information.** The Contractor shall forward to DSHS within ten (10) working days, any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of business name, address, telephone number, fax number, e-mail address, business status, and names of staff that are current program employees.
- 17. Subcontracting Approval Process.** In addition to the requirements of the General Terms and Conditions, Section 28, Subcontracting of this Contract, the Contractor shall:
- a. Submit requests to subcontract to the DSHS Contact, or designee, named on page one (1) of this Contract.
  - b. Submit any change of subcontractors within five (5) business days of the change to the DSHS Contact, or designee, named on page one of this Contract.
  - c. Submit a plan for monitoring Subcontracts within forty-five (45) business days of subcontract execution date to the DSHS Contact, or designee, named on page one of this Contract, and:
    - (1) Submit any changes to monitoring plan within ten (10) business days of change.
    - (2) Submit a copy of the monitoring report within fifteen (15) business days of the monitoring visit.
- 18. Program Training.** The Contractor shall ensure all of its employees who provide services under this Contract attend ORIA Contract Orientation/Training as requested by DSHS. Training can be done in person or remotely, based on agreement between the Contractor and DSHS with prior notice. If an employee can't attend scheduled training, the Contractor will work with DSHS to find other training options or reschedule if needed.
- 19. Reduction of Funds.** Funding for this contract is based upon the Contractor deliverables outlined in the Exhibit B- Statement of Work and section 5. Considerations. Direct housing assistance funding may be affected by eligibility patterns and updates to federal funding guidelines. DSHS reserves the right to adjust those estimates and reduce direct housing assistance funding accordingly. In the event DSHS chooses to exercise this right, DSHS will notify the Contractor in writing of the amount of the reduction. The Contractor will be given an opportunity to review and discuss the proposed changes before any reduction is finalized. Any adjustments to funding will require a written Amendment to this Contract.
- 20. Contract Suspension.** DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegations(s) from providing services or having contact with clients pending



## DSHS General Terms and Conditions

final resolution of the investigation.

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

Department of Social and Health Services

Attn: Community Services Division Contracts Unit

P.O. Box 45470, Olympia, WA 98504-5470

- 22. Fraud Reporting.** The Contractor shall report any knowledge of welfare fraud to DSHS by calling **1-800-562-6906** or on-line at: [Web Referral - FITT \(wa.gov\)](http://Web Referral - FITT (wa.gov))

- 23. Insurance.** The Contractor shall at all times comply with the following insurance requirements:

a. General Liability Insurance.

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of 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 insured's. In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three (3) contracts, the Contractor may choose one of the following three (3) general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the Contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Business Automobile Liability Insurance.

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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.

c. Professional Liability Insurance. (PL)

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

d. Worker's Compensation.

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

e. 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.

f. 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.

g. Separation of Insured's.

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

h. Insurers.

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

i. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers

## DSHS General Terms and Conditions

under the contract.

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.

j. Material Changes

The insurer shall give the DSHS point of contact listed on page (1) of this Contract forty-five (45) days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS ten (10) days advance written notice of cancellation.

k. General

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

l. 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.

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### Exhibit A – Data Security Requirements

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

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

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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:

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- (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

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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 physical token or biometrics.



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- (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.

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(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.

## DSHS General 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:

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

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

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

## Special Terms and Conditions

### Exhibit B - Statement of Work

1. **Staffing and Administration.** The Contractor shall provide the staff identified in the Contractors budget, incorporated into the Contract by reference under Special Terms and Conditions (Section 2), and appoint at minimum one full time Applications Support Staff who will be responsible for managing and coordinating the performance of the Contractors obligations under the Contract, including the performance of all Subcontractors; and be qualified and authorized to act for and bind the Contractor and Subcontractors in all aspects of the Contract. The Applications Support Staff must respond promptly and fully to all inquiries from DSHS.
2. **Online Applications System Infrastructure.** All deliverables assigned to the Contractor immediately hereunder in this Exhibit B – Statement of Work (Section 2) related to online software, applications or applicant scoring shall be designed by the Contractor in accordance with the specifications and parameters provided by DSHS. The Contractor shall not implement such deliverables or provide access to such deliverables to any party outside of DSHS without first receiving prior written approval from DSHS to do so.
  - a. **Online Software.** The Contractor shall develop and implement software that can receive rental assistance and emergency eviction prevention applications submitted by Vendors on behalf of DSHS clients. The software must be configured to contain the following elements and performance features:
    - (1) Custom online application platform and custom URL;
    - (2) Screening process or tool to determine the DSHS client's eligibility based on the information provided in the application;
    - (3) Comprehensive application form with criteria and guidelines;
    - (4) Ability for users to upload documentation;
    - (5) Response templates for application acceptance and denials;
    - (6) Scoring rubric and automated scoring system for prioritization of applications;
    - (7) Collection of payment information;
    - (8) Data security and access controls that ensure compliance with the Contract's Exhibit A – Data Security Requirements.
  - b. **Application Form.** The Contractor shall design an online application form composed of questions and criteria that will be used to determine a DSHS client's eligibility to receive rental or emergency eviction prevention assistance.
    - (1) The application form will be designed in such a way as to only capture the information needed to determine a DSHS client's eligibility while preventing fraudulent submissions.
    - (2) The Contractor will formulate the applications screening questions in accordance with the categories provided by DSHS.
    - (3) The application must be available in the following languages:

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- (a) Arabic;
- (b) Dari;
- (c) English;
- (d) Pashto;
- (e) Ukrainian;
- (f) Russian;
- (g) Spanish; and,
- (h) Somali.

(4) The application form must be accessible online to Vendors for editing or updating previously submitted versions, monitoring the application's status and disbursement of funds related to rental or emergency eviction prevention assistance.

c. **Prioritization Scoring Process.** The Contractor shall establish a system for assessing DSHS client applications to determine funding decisions. The system will incorporate screening mechanisms designed to decide applicant eligibility and collect any required supporting documentation and must be adaptable enough to allow for adjustments to the screening process when changes to eligibility or prioritization occur.

d. **Scoring Rubric.** The Contractor shall develop and create a scoring rubric to assess and assign priority rankings to submitted applications using but not limited to the categories set forth below:

(1) Households with overdue rent or eviction notices and insufficient financial resources as evidenced by their bank statements.

(2) Individuals who have been unemployed for a period of 60 days or more before the date of application.

(3) Individuals who have applied for work authorization and are currently awaiting approval.

(4) Households facing financial hardship resulting from a recent illness, accident, or medical procedure.

(5) Individuals who are disabled or aged 65 or older.

(6) Households with six or more members.

(7) Households who have exited their R&P period.

e. **Payment Tracking Tool.** The Contractor shall develop a tracking tool designed to allow DSHS ORIA enrollment specialists to follow the status of an application and receive updates when a payment has been issued.

3. **Payment Distribution System.** The Contractor shall issue payments to approved Vendors on behalf of eligible and approved applicants. The Contractor will confirm the completeness and accuracy of each payment, including the amount and payee information.

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- a. **Payment Schedules.** Payments will be issued in accordance with the schedules set forth below:
  - (1) **Monthly Rental Assistance.** Payments will be made at the close of each month or in advance of the rent due date on behalf of the approved Household.
  - (2) **Emergency Eviction Prevention.** Payments will be made on behalf of approved Households as needed throughout a given month, in response to an urgent need.
  - (3) Upon being notified that an exception to policy has been granted by the DSHS Housing Program Manager, the Contractor shall use commercially reasonable efforts to expedite payments or approve applications.
- b. **Post-Payment Support.** The Contractor shall:
  - (1) Verify the receipt of rental assistance checks by the third-party vendors, ensuring that checks have been cashed.
  - (2) Develop of a post-payment support system to track payment utilization and issued checks.
  - (3) Establish a customer support tool for DSHS ORIA HSS enrollment specialists to report issues or seek assistance related to rental assistance checks issued on behalf of clients.
  - (4) Develop a protocol for when checks need to be canceled or reissued.
  - (5) Issue 1099 tax forms to any applicable third-party vendor to whom housing assistance payments totaling \$600 or more are made during the calendar year, in accordance with Internal Revenue Service (IRS) regulations and guidelines.
    - (a) The Contractor shall ensure that all 1099 tax forms are accurately completed and sent out to the recipients no later than the deadline mandated by the IRS for the respective tax year.

The service provider shall be responsible for promptly responding to inquiries, resolving issues, and providing guidance as needed.

4. **HSS Contracted Providers Technical Support.** The Contractor shall develop a process to provide ongoing support to HSS Contracted Providers. Such support must at minimum include:
  - a. Training on the use of the platform;
  - b. Training on how to complete an application;
  - c. Technical assistance and resources;
  - d. Response to questions/requests from HSS Contracted Providers;
  - e. Mechanism to collect HSS Contracted Providers feedback.
5. **Program integrity and Fraud Prevention Process.**
  - a. The Contractor shall develop a process to confirm the identity of applicants, ensure approved applicants meet eligibility criteria, and that duplicate awards are not made.
  - b. The Contractor shall ensure that landlords/companies are credible prior to payments.

### Special Terms and Conditions

- c. The Contractor shall work with DSHS to verify housing for applicants who are living in shared housing or not formally listed on a lease (ex. Renting a room, applicants that have applied with the same shared housing address)
- d. The Contractor shall establish effective internal controls through the maintenance of records, and appropriate policies, and procedures to account for spending and distribution of federal and state funds. In addition, the Contractor will immediately report to DSHS Program Manager any suspicion or evidence of fraud involving employees, contractors, or applicants that result in the loss of federal or state funds.

**6. Client Eligibility.** To receive a housing assistance payment, households must meet the following eligibility requirements:

- a. Have an immigration status that makes them eligible for federal resettlement services, including:
  - (1) Be current resident of Washington State; and
  - (2) Have been eligible to receive refugee services for five years or less; and
  - (3) Be 18 years of age or older; and
  - (4) Are not U.S. citizens; and
  - (5) Have an immigration status as a(n):
    - (6) Refugee; or
    - (7) Asylee, with their eligibility date beginning from the grant of asylum; or
    - (8) Amerasian; or
    - (9) Cuban-Haitian entrant; or
    - (10) Iraqi or Afghan Special Immigrant and their eligible family members; or
    - (11) Citizens and nationals of Afghanistan with a parole status that is effective and entered into the U.S. between July 31, 2021, and Sept. 30, 2023; or
      - (a) A spouse or child of any individual described above in number 6, who is paroled into the U.S. after September 30, 2023; or
      - (b) A parent, legal guardian, or primary caregiver of any individual described in number 6, who is determined to be an unaccompanied refugee minor or an unaccompanied child who is paroled into the United States after September 30, 2023; or
    - (12) Citizens and nationals of Ukraine with a parole status that is effective and entered into the U.S. between Feb. 24, 2022, and Sept. 30, 2023; or
      - (a) Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit; or
      - (b) A spouse or child of any individual described above in number 7, who is paroled into the

## Special Terms and Conditions

U.S. after September 30, 2023; or

(c) A parent, legal guardian, or primary caregiver of any individual described in number 7, who is determined to be an unaccompanied refugee minor or an unaccompanied child who is paroled into the United States after September 30, 2023; or

(13) Victim of human trafficking, beginning with the date certified or approved by the Office of Refugee Resettlement (ORR); or

(14) Lawful Permanent Resident with an initial status of any of the above immigration status; or

(15) Updated Guidance from DSHS may expand participant eligibility.

(16) For reference, please refer to policy letters [16-01](#), [22-02](#), [22-10](#), [22-13](#), and [23-06](#)

b. Demonstrate a financial need for housing or utility assistance by disclosing all adult household members' income and resources and showing inadequate income and resources to cover monthly rent and basic utilities. Financial need is determined by the following criteria:

(1) Eligible household's income must not exceed 250% of the 2024-2025 Federal Poverty Line Guidelines, amounts provided by DSHS ORIA.

(2) DSHS ORIA will use up to 125% of HUD 2024-2025 Fair Market Rent Limits by Unit Bedrooms to determine rental limits. On a case-by-case basis, ORIA may approve a rental limit up to 150% FMR per unit.

(3) A household may have countable liquid resources up to the following amounts and be eligible for the DSHS ORIA Housing Stabilization Services Program:

(a) \$6000 if a household has elderly or disabled individuals or a household size five or larger; or

(b) \$3000 for all other households.

(2) R&P Applicants should only receive Housing Stabilization Services funding if the following criteria are met:

(a) Their Reception and Placement period is complete.

(b) All Reception and Placement funds have been exhausted with priority spend down for housing costs.

**7. Documentation.** The Contractor shall maintain applicant files that at minimum must be comprised of the following documents:

(1) Completed Housing Stabilization Services online application.

(2) Legible documents verifying client eligibility as stated in Section 6. Client Eligibility. Documents may include documents from the Department of Homeland Security or the Department of Justice, to include but not limited to:

(a) Arrival-Departure Record (Form I-94);

(b) Permanent Resident Card (Form I-551), with codes indicating refugee eligible immigration



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status (e.g. RE6, RE7, RE9, AS6, AS7, AS8, GA6, GA7, GA8, or others as indicated at <https://www.dhs.gov/immigration-statistics/lawful-permanent-residents/ImmigrantCOA>)

- (c) Passport from Iraq or Afghanistan with an immigrant visa stamp noting the holder has been classified under IV (Immigrant Visa) Category SI1-3 or SQ1-3 (primary, spouse and child), or Form I-94 noting SQ or SI Parole (per section 602(B)(!)AAPA/Sec 1059 (a) NDAA 2006);
  - (d) Employment Authorization Document (Form I-765) for humanitarian parolees
  - (e) Passport from Ukraine with a stamp indicating parolee status, often seen as "DT" code on the stamp.
  - (f) Department of State, Transportation Company and Transportation Security Administration, travel letter that includes a stamp verifying port and date of entry;
  - (g) Order of the Immigration Judge granting asylum under Section 208 of the INA (Immigration Nationality Act) where the Dept. of Homeland Security has waived the right to appeal the decision;
  - (h) Letter from the federal Office of Refugee Resettlement verifying certification of Human Trafficking status; and
  - (i) Other documents approved as an exception by DSHS.
- (3) Original DSHS Consent Form 14-012, signed by the applicant. This form can be found here: [https://www.dshs.wa.gov/office-of-the-secretary/forms?field\\_number\\_value=14-012&title=](https://www.dshs.wa.gov/office-of-the-secretary/forms?field_number_value=14-012&title=).
- (4) Application processing notes
- (5) Proof of Income
- (a) Pay stubs
  - (b) Bank statements
  - (c) DSHS benefit award letter
  - (d) Social Security
  - (e) Unemployment award letter
  - (f) W-2 and/or tax fillings
- (6) Proof of Housing
- (a) A copy of lease/rental agreement or letter from landlord showing rent address and monthly amount. Additional documentation will be required if the landlord is not listed as the owner of the property.
  - (b) A copy of the landlord or third-party vendor's signed W-9 form.
- (7) Housing Instability Documentation (for eviction prevention requests)

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Copy of current past due utility bill, past due rent notice (with documentation showing which months are due), eviction notice.

- (8) Copies of issued housing assistance checks and receipts of cashed checks must be kept in applicant file.
- (9) The Contractor shall maintain a centralized location to maintain documentation of contracted funds that were distributed to third parties on behalf of applicants. This may include the Contractor's internal approval forms, monthly Housing Stabilization tracking forms submitted with request for payment, check ledgers, etc.

**8. Reporting.** The Contractor shall submit to DSHS the reports set forth below at the time assigned to each:

- a. A training plan for DSHS HSS contracted providers and overview of training materials by June 1, 2024.
- b. Monthly rental assistance client data reports to DSHS prior to disbursing funding.
- c. Ongoing Emergency Eviction Client Data reports to DSHS prior to disbursing funding.
- d. Monthly project progress via dashboard to report data elements that include but are not limited to the following information:
  - (1) Total number of applications received and processed for individual HSS contracted providers.
  - (2) Total number of rental assistance and eviction prevention payments approved.
  - (3) Total disbursement of rental assistance and eviction prevention funds.
  - (4) Demographic information of the applicant, including but limited to immigration status or country of origin, geographic data, payments issued.
  - (5) Third party vendor information (lessors and utility providers).
- e. The Contractor shall gather all necessary information from third-party vendors, including but not limited to their legal name, address, Tax Identification Number (TIN), and amount of payments made, to accurately complete and issues the 1099 tax forms.
  - (1) The Contractor shall maintain accurate records of all payments made and shall provide the DSHS with any necessary documentation or information required for tax reporting purposes upon request.
- f. Within 30 days of the Contract end date, the Contractor shall complete a Final Report to demonstrate eligibility for the Annual Performance Outcome payment. The contractor will submit to DSHS a final report with a narrative section describing successes, challenges, and opportunities for improvement. The final report must include the deliverables as stated in Section 5. Considerations of this contract and other data as requested by DSHS.

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### EXHIBIT C – Federal Award Details

Washington Refugee Support Services  
April 1, 2024 – September 30, 2025

The Contractor shall comply with all program and other requirements for providing services under this Contract, as set forth below.

1. Acknowledgement of Federal Funding
  - a. Total Amount of Federal Funds Obligated by this Action: **\$18,979,600**
  - b. Total Amount of Federal Funds Obligated by DSHS, including the current financial obligation: **\$18,979,600**
  - c. Total Amount of the Federal Awards committed by DSHS: **\$18,979,600**

<b>Housing Stabilization Services Application Support</b>
Contractor Name: <b>Geocko, Inc. dba FORWARD</b>
Subrecipient Unique Business Identifier: <b>ZNJ2VMKM5NS5</b>
Amount obligated by this action: <b>\$18,979,600</b>
Federal Award Date: <b>August 09, 2022</b>
Federal Award Period: <b>10/01/2021-09/30/2025</b>
Federal Award Identification Number (FAIN): <b>2201WARSSS</b>
Total Amount of the Federal Award to Washington State Department of Social and Health Services: <b>\$63,107,272.00</b>
Awarding Official: <b>Department of Health and Human Services</b>
Catalog of Federal Domestic Assistance (CFDA) Number: This is now called the Assistance Listing Number ALN <b>93.566 Refugee and Entrant Assistance State Administered Program</b>

2. This subaward may not be used for research and development purposes.
3. In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.