

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	<h2>CLIENT SERVICE CONTRACT</h2> <h3>Pre-Employment Transition Services</h3>	DSHS Contract Number: 2312-48485 Resulting From Solicitation Number:	
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number: Contractor Contract Number:	
CONTRACTOR NAME Junior Achievement of Washington		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1610 Perimeter Rd Auburn, WA 98001		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 578-059-137	DSHS INDEX NUMBER 230705
CONTRACTOR CONTACT Nancy Pappas	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS nancyp@jashington.org
DSHS ADMINISTRATION Division of Vocational Rehabilitation	DSHS DIVISION Division of Vocational Rehabilitation	DSHS CONTRACT CODE 8504XS-12	
DSHS CONTACT NAME AND TITLE Nicke Gbehan Heard Contract Specialist		DSHS CONTACT ADDRESS 4565 7th Ave SE Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360) 995-2029	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Nicke.GbehanHeard@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE 05/22/2023	CONTRACT END DATE 09/30/2023	CONTRACT MAXIMUM AMOUNT \$50,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): See Special Terms and Conditions Section 16, Exhibits <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.			
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Natalie Vega O'Neil		DATE SIGNED 5/22/23
DSHS SIGNATURE 	PRINTED NAME AND TITLE Nicke Gbehan-Heard, Contract Specialist		DATE SIGNED 5/22/2023

DSHS General Terms and Conditions

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

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law and Washington State Requirements.

- a. **Applicable Law.** Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.
- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights

DSHS General Terms and Conditions

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

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

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

6. Confidentiality.

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

DSHS General Terms and Conditions

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

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

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

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

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

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

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

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

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

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

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

DSHS General Terms and Conditions

9. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
10. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
11. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
12. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
16. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:
 - a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

DSHS General Terms and Conditions

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

- 17. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.
- 18. COVID-19 Vaccination Requirements.** Contractor Staff who engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DSHS must be fully vaccinated against COVID-19, unless a DSHS-approved exception exists, or Contractor has granted the Staff a DSHS-approved disability or religious accommodation. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into Contractor's compliance with these requirements, including providing information and records to DSHS upon request, other than information or records that Contractor is prohibited by law from disclosing.

Contractor may request a copy of the requirements for full vaccination, acceptable methods of proof and DSHS-approved exceptions list from the DSHS Contract Manager listed on page one of this Contract.

Additional General Terms and Conditions – Client Service Contracts:

- 19. Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- 20. Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.

DSHS General Terms and Conditions

- 21. 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.
- 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, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor
- 25. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.
 - e. Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

DSHS General Terms and Conditions

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.

26. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts, unless an exception to including a particular term or terms has been approved in advance by the CCLS Chief. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

27. Subrecipients.

a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

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

DSHS General Terms and Conditions

- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

28. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

29. 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 pursuant to the section entitled Health and Safety of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

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

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

DSHS General Terms and Conditions

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

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

32. 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.

33. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

34. 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

DSHS General Terms and Conditions

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.

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

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

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions. Definitions specific to each service are outlined in each service category.
- a. "504 Plan" means a plan that falls under Section 504 of the Rehabilitation Act of 1973, as amended. It is a plan developed to ensure that primary and secondary students with disabilities identified under the law receive accommodations that will ensure their academic success and access to the educational learning environment.
 - b. "BCCU" means the DSHS Background Check Central Unit.
 - c. "Business Day" means the days between and including Monday to Friday, excluding holidays observed by the State of Washington and its employees.
 - d. "Character, Competence, and Suitability Assessment (CCSA)" means a form completed and kept on file by the Contractor. It justifies why an employee, intern, or volunteer, with a "REVIEW REQUIRED" outcome in their Background Check may have unsupervised access to Students served under this Contract.
 - e. "Corrective Action Plan (CAP)" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - f. "DVR" means the Division of Vocational Rehabilitation, of the Washington State Department of Social and Health Services (DSHS).
 - g. "DVR-Eligible" means a Student as described in this Contract who has applied for, and been found eligible for DVR services.
 - h. "Individual with Disabilities Education Act (IDEA)" means the federal law that requires schools to serve the educational needs of students with disabilities.
 - i. "Individualized Education Plan (IEP)" means the individualized educational plan for a primary or secondary Student who has been found to have a disability, as defined by federal regulations under IDEA.
 - j. "Informational Interview" means a Student meeting one-on-one with an employer at the worksite in the community to ask questions and learn about an occupation based on their vocational interests. Informational Interviews shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. For students aged 14-21.
 - k. "Integrated Work Setting" means a setting that employs people with and without disabilities.
 - l. "Job Shadow Visit" means a Student visits a worksite in the community for a minimum of one hour to observe a specific job, based on their vocational interests, being performed by an employee or employees. Job Shadow Visits shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. For students aged 14-21.
 - m. "Job Site Tour" means visiting a worksite in the community for a minimum of one hour where an

Special Terms and Conditions

individual Student or group of Students observe a variety of different jobs being performed by employees at the same location. Job Site Tours shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. For students aged 14-21.

- n. "Peer Mentoring" means a process through which a more experienced Student encourages and assists a lesser experienced Student to develop their potential within a shared area of interest. Peer mentoring experiences shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. Peer Mentoring training is for students aged 14-21. Students must be 16-21 to participate in a paid Work-based Learning experience as a peer mentor.
- o. "Potentially DVR-Eligible" means a Student, as defined in this Contract, who has not applied for nor is receiving DVR services.
- p. "Pre-Employment Transition Services (Pre-ETS)" means activities specified in the Rehabilitation Act of 1973, as amended in 2014 that are provided to Students with disabilities while attending secondary school or enrolled in post-secondary education. Specifically, under this contract, Pre-ETS will include Workplace Readiness Training and Work-Based Learning.
- q. "Rehabilitation Act" means the Rehabilitation Act of 1973, as amended. The Rehabilitation Act authorizes formula grant programs for vocational rehabilitation, supported employment, and client assistance.
- r. "Self-advocacy" means an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires. Self-advocacy instruction may include Peer Mentoring. Self-advocacy training experiences shall be coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. For students aged 14-21.
- s. "Student" means an individual, ages 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be 14 through 21 years of age to participate in Paid and Unpaid Work-Based Learning Experiences.
- t. "Student Portfolio" means a compilation of relevant material produced by the Student that may be presented to prospective employers to document the individual's accomplishments while participating in Workplace Readiness Training, Work-Based Learning Activities, and Paid Work-Based Learning Experiences, including but not limited to:
 - (1) Training topics and/or Work-Based Learning Experiences completed by the Student;
 - (2) Skill acquisition achieved by the Student;
 - (3) Sample resume, employment application, and employment-related references; and
 - (4) Other items selected by a Student that showcase their accomplishments.
- u. "Supervising Adult" means:
 - (1) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting within the community or at

Special Terms and Conditions

- the Contractor's facility to facilitate active student engagement and ensure student safety; and
- (2) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting on school premises to facilitate active student engagement and ensure student safety; this may be in combination with school personnel (teacher or teacher's aide) who is also present at all times.
- v. "Teen Worker Rules" means regulations, guidelines, forms, and other information established by the Washington State Department of Labor and Industries that govern the employment of minors.
- w. "Unsupervised Access" means that a member of the Contractor's personnel (Board member, staff person, volunteer, or intern) is in the presence of a Student but not in the presence of:
- (1) Another member of the Contractor's personnel who has passed the DVR background check; or
- (2) Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of his or her employment or involvement with the business or organization (RCW 43.43.830(13)).
- x. "Work-Based Learning" includes Individual Work-Based Learning Activities and Paid Work-Based Learning Experiences.
- (1) "Individual Work-Based Learning Activities" means activities outside of the traditional school setting, and not at a Contractor site, that teach a student about various occupations and workplaces that are based on their vocational interests, including Job Site Tours, Job Shadow Visits, and Informational Interviews. For students aged 14-21.
- (2) "Paid Work-Based Learning Experience" means activities where a student is placed into a competitive, integrated, real work setting, outside of the traditional school setting and not at a Contractor site, where they get paid the Washington State or local minimum wage, whichever is higher, for a minimum of 10 hours a week, to perform a non-permanent job at an employer's worksite in accordance with Washington State Teen Worker Rules established by the State Department of Labor and Industries. Students scheduled to work less than 10 hours a week will require a signed exception prior to the start of the experience. For students aged 16-21.
- (3) "Unpaid Work-Based Learning Experiences" means activities where a student is placed into an integrated work setting, outside of the traditional school setting and not at a Contractor site, where they perform a non-permanent job to earn practical experience in a field aligned with the students' interest to align with High School and Beyond Plan and/ or IEP employment goals. This may include volunteer and service learning opportunities. For students aged 16-21.
- y. "Workplace Readiness Training" means training to acquire or enhance commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, sometimes called soft skills, employability skills, or job readiness skills. Workplace readiness training experiences shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school to align with High School and Beyond Plan and/ or IEP employment goals. For students aged 14-21.

2. Purpose.

- a. The purpose of the contract is to provide the Pre-Employment Transition Service categories of Work Readiness Training, Self-Advocacy Training, and Work-based Learning in collaboration and

Special Terms and Conditions

Coordination with DVR as identified in the Workforce Innovation and Opportunity Act in a manner that is non-discriminatory and allows equitable access to all students who need them.

- b. This Contract is awarded as a result of DSHS Solicitation # 2213-811. The solicitation documents, and Contractor's written response to that solicitation, are incorporated by reference.

3. General Requirements.

- a. The Contractor shall:

- (1) Provide all services in accordance with the **Exhibit E** – Code of Ethics and Standards of Practice form, DSHS 05-252 (10/2016). The Contractor must complete and remit **Exhibit E**, signed and agreed to as part of the Contractor's intake submission, prior to contract execution.

- (2) Prior to providing services to each Student:

- (a) Obtain parental, guardian, or Student consent for the Student to receive Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122;

- (b) Obtain signature from a school official certifying the school has documentation of the Student's disability and referring the Student for Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122; and

- (c) Obtain emergency contact information for the Student using a form developed by the Contractor.

- (3) Assume all responsibility for the well-being, safety, and protection of participating Students, as well as liability for any type of harm, injury, and/or loss that a Student may experience while participating in Workplace Readiness Training and/or Work-Based Learning.

- (4) Assure that the services provided to Students under this contract do not duplicate or supplant the same or similar services that are provided to the same Students by their school.

- b. When serving Students in a group setting within the community, the Contractor shall not exceed a ratio of one (1) supervising adult per five (5) students (1:5). When serving students in a group setting at the Contractor's facility or on school premises, the Contractor shall not exceed a ratio of one (1) supervising adult per fifteen (15) students (1:15).

- c. The Contractor shall have a data tracking mechanism in place to ensure accurate reporting of participant numbers. **No off-contract services shall be paid outside the contract deliverables.**

- d. Reports are required for, and must accompany, all invoices submitted to Regional Transition Consultant or designee. For reporting requirements, see Section 6 below.

- e. By signing this DVR Contract, the Contractor agrees to:

- (1) Provide all services, as described in Section 4, Statement of Work, of this contract in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended.

- (2) Arrange and be responsible for all costs associated with communication interpreter services, as

Special Terms and Conditions

needed, to provide disability-related access per the Americans with Disabilities Act (ADA) of 1990, as amended unless the cost involved would cause an undue burden, defined as a significant difficulty or expense, for the Contractor. Determination of what constitutes an undue burden shall be made by DVR on a case-by-case basis, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for interpreter services apart from the contracted fee for service.

- (3) Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Students who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.

4. 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 in this assigned service area **Statewide** as set forth below.

Deliverables:

a. Workplace Readiness Training

- (1) The Contractor shall provide Workplace Readiness Training to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive a minimum of twenty (20) hours of Workplace Readiness Training within a twelve (12) month period not to exceed 120 hours starting with the date a Student begins their initial training (including services provided by other Pre-ETS contractors). This shall be tracked by the Contractor.
 - (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of 120 hours per Student is not exceeded.
- (3) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of each Workplace Readiness Training; this will enable DVR to ensure these services are included in, or added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Workplace Readiness Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.
- (5) At the conclusion of the Workplace Readiness Training each student completing the training shall receive:
 - (a) Work Readiness Service Outcome report, which clearly identifies student Skill completion/acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
 - (b) An artifact for the Student Portfolio.

Special Terms and Conditions

- (c) An opportunity to complete an evaluation of the Workplace Readiness Training that includes a section for self-reflection.
- b. **Work-Based Learning**, to include Individual Work-Based Learning Activities as well as Paid and Unpaid Work-Based Learning Experience
 - (1) The Contractor shall provide Individual Work-Based Learning Activities to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
 - (2) The Contractor shall provide Paid Work-Based Learning Experiences to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
 - (3) The Contractor shall provide Unpaid Work-Based Learning Experiences to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period
 - (4) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of Individual Work-Based Learning Activities and/or Paid Work-Based Learning Experiences; this will enable DVR to ensure these services are included in, or added to the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
 - (5) A Student is limited to one (1) Paid Work-Based Learning Experience and one (1) Unpaid Work-Based Learning Experience within a 12-month period.
 - (a) Maximum one (1) Paid Work-Based Learning Experience and one (1) Unpaid Work-Based Learning Experience within a 12-month period to include services provided by other Pre-ETS contractors
 - (b) The Contractor shall not bill for a Paid Work-Based Learning Experience until completion of the experience. No Contractor Fee will be paid for a Student who completes fewer than 40 hours of a Paid Work-Based Learning Experience.
 - (c) Work Based Learning Experiences must be At least 40 hours, not to exceed 120 hours per 12 month period
 - (d) DVR will not pay for any wages that exceed 120 hours
 - (e) Each Work-based Learning Experience shall not exceed 12 weeks
- c. **Individual Work-Based Learning Activities**
 - (1) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall participate in one (1) or more of the following Individual Work-Based Learning Activities, arranged by the Contractor:
 - (a) Job Site Tour;
 - (b) Job Shadow Visit; and/or
 - (c) Informational Interview.
 - (d) Each Student shall receive no more than eight (8) Individual Work-Based Learning Activities

Special Terms and Conditions

per twelve (12) month period starting with the date the Student begins their first Individual Work-Based Learning Activity, including services provided by other Pre-ETS contractors.

- (e) The Contractor may use the evidence-based curricula posted on DVR's internet page, located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Individual Work-Based Learning Activities.

d. Paid Work-Based Learning Experiences

- (1) A Student shall be limited to one Paid Work-Based Learning Experience within a twelve (12) month period up to a maximum of 120 hours, including services provided by other Pre-ETS contractors.
- (2) The Student shall be placed in a competitive, integrated, real workplace setting (no simulated work setting will be approved).
- (3) Students participating in Paid Work-Based Learning Experiences shall be paid an hourly wage by the Contractor at the rate of the prevailing Washington State or local minimum wage, whichever is greater.
- (4) The Contractor shall maintain accurate time sheets that document the dates and hours that a Student participates in a Paid Work-Based Learning Experience.
- (5) The Contractor may bill for reimbursement of student wages each month. However, the Contractor shall not bill for a Paid Work-Based Learning Experience contractor fee until a Student has completed their Paid Work-Based Learning Experience. Contractor fee shall include the following activities:
 - (a) Developing the worksite; observing student's work (not coaching or 1-1 training), providing student feedback on observations, as well as collecting employer feedback to share with the student
- (6) Prior to the first day of work, the following forms must be completed to be submitted with monthly reports:
 - (a) Work-Based Learning Agreement
 - (b) Parent Authorization for Summer Work (if student is under age 18 or has a legal guardian)
- (7) Peer Mentors shall be counted as participating in a Paid Work-Based Learning Experience only if:
 - (a) The Peer Mentor must receive peer mentoring training billed under Self-Advocacy Training
 - (b) Experience meets the requirements of a Paid Work-Based Learning Experience;
 - (c) The Peer Mentor is a Student as defined in this Contract; and
 - (d) The Contractor provided the Peer Mentoring Experience in a manner aligned with the students' interest to align with High School and Beyond Plan and/ or IEP employment goals
- (8) At the conclusion of the Student's Individual Work-Based Learning Activities and Paid Work-

Special Terms and Conditions

Based Learning Experience, each Student shall receive:

- (a) Work Work-based Learning Service Outcome Report, which clearly identifies student Skill completion/acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
- (b) An artifact for the Student Portfolio.
- (c) An opportunity to complete an evaluation of the Individual Work-Based Learning Activities and Paid Work-based Learning Experience that includes a section for self-reflection.

e. Self-advocacy Training

- (1) The Contractor shall provide Self-Advocacy Training to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive a minimum of twenty (20) hours of Self-Advocacy Training within a twelve (12) month period not to exceed 120 hours starting with the date a Student begins their initial training (including services provided by other Pre-ETS contractors). This shall be tracked by the Contractor.
 - (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure that the maximum of 120 hours per Student is not exceeded.
- (3) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet to the DVR Regional Transition Consultant or designee at least ten (10) calendar days prior to commencement of each Self-Advocacy Training; this will enable DVR to ensure these services are included in, or added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, as content for the delivery of Self-Advocacy Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.
- (5) Students may receive Self-Advocacy Training through Peer Mentoring Experiences.
 - (a) Peer Mentoring Experiences are subject to the same requirements as other Self-advocacy Training and shall count toward the maximum hours of Self-advocacy Training for the Students receiving the Peer Mentoring.
- (6) At the conclusion of the Self-Advocacy Training each student completing the training shall receive:
 - (a) Self-Advocacy Service Outcome Report that clearly identifies student Skill completion/acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
 - (b) An artifact for the Student Portfolio.

Special Terms and Conditions

- (c) An opportunity to complete an evaluation of the Self-Advocacy Training that includes a section for self-reflection.

5. Outreach, Recruitment, and Coordination.

- a. The Contractor shall document the coordinated delivery of contracted services with the DVR Regional Transition Consultant or designated DVR liaison, on Exhibit (J), the Pre-ETS Outreach Report form.
- b. Marketing, educational, and outreach materials shall be developed in collaboration with the DVR Secondary School Transition Program Manager.

Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to: abby.smith@dshs.wa.gov

- c. Distribution of marketing, educational, and outreach materials shall be coordinated with the DVR Regional Transition Consultant.

Abby Smith, Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to: abby.smith@dshs.wa.gov

- d. The Contractor shall clearly identify on all marketing and outreach materials that services provided by this contract are provided in collaboration with DVR using this statement:

“These services were developed in partnership with the Washington State Department of Social and Health Services, Division of Vocational Rehabilitation.”

- e. The Contractor shall provide equitable access and outreach to serve a diverse Student base, including Students from culturally and linguistically diverse communities. Outreach shall include, but is not limited to, recruitment of Students with a variety of disabilities. Disabilities may include the following: Specific Learning Disabilities, Emotional-Behavioral Disorders, Autism, Intellectual-Developmental Disabilities, Deaf/Hard of Hearing, Deaf/Blind, Mobility Impaired, etc.
- f. The Contractor shall schedule Workplace Readiness Training, Individual Work-Based Learning Activities, and Paid Work-Based Learning Experiences in a manner that does not conflict with a Student’s in-school required classes and activities, to include year-round before and after school, weekend, and summer opportunities.

6. Reports.

On a monthly basis, the Contractor shall provide DVR with the following, submitted in an electronic format:

- a. Signed A19-1A Invoice
- b. Accurate billing to reference Student data and services completed during the month along with:

Special Terms and Conditions

- (1) Copies of **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Approval form, DSHS 11-122 (12/2021) , completed for each New Student who participated in Workplace Readiness Training, Self-Advocacy Training, Individual Work-Based Learning Activities, and/or Paid and Unpaid Work-Based Learning Experiences,
 - (2) Copies of **Exhibit I** Pre-ETS Student Roster- Sign-in Sheet, DSHS 11-114 (08/2020)
 - (3) Copies of Student time sheets that correspond with the dates and hours that a Student spent participating in a Paid Work-Based Learning Experience.
 - (4) A summary that provides an overview of outreach and recruitment activities during the month, as specified in Section 5 above.
 - (5) Copies of Service Outcome Reports, DSHS 11-155 (7/2021)
 - (6) Copies of student evaluations
- c. DVR expects the WAVES Case Management System to go live during the term of this Contract. At that time, DVR shall send a management letter to the Contractor Contact listed on Page 1 of this Contract. The management letter will include or reference instructions for using WAVES. Upon delivery of the management letter, the Contractor shall be required to submit reports electronically to the WAVES Case Management System.
 - d. When sending electronic reports, documents and/or data to DVR, the Contractor shall adhere to data security requirements specified in **Exhibit A** – “Data Security Requirements.”

7. Consideration.

Total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is 50,000.00 and shall be based on the following:

- a. Fees shall be paid according to **Exhibit D** - Pre-Employment Transition Services Fee Schedule.
- b. Any increase or decrease in consideration shall be identified in an updated **Exhibit D** – Pre-Employment Transition Services Fee Schedule. Any change to the Fee Schedule shall be incorporated in to this Contract by reference and posted on DVR’s internet page at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>. The Contractor shall be notified by DVR of any changes to the Fee Schedule.

8. Subcontracting.

DVR reserves the right to approve or deny the Contractor staff, and any Subcontractor(s) the Contractor assigns or contracts with, to perform the work required under the terms of this Contract. The Contractor must have DVR approval before subcontracting. See also General Terms and Conditions, Section 24.

- a. The Contractor shall submit the following documentation to DVR for review and approval before engaging in subcontracts for the services described in this Contract:

- (1) A completed **Exhibit F**—DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019);

Special Terms and Conditions

- (2) A copy of the proposed subcontract;
 - (3) Proof of the Subcontractor's insurance, showing compliance with Special Terms and Conditions, Section 14, of this contract; and
 - (4) A copy of the Subcontractor's valid Washington State Business License.
- b. The Contractor shall submit all required documentation for approval to:
- Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to: abby.smith@dshs.wa.gov
- c. Subcontractors approved to provide services under this contract are subject to all terms and conditions of this contract.
 - d. The Contractor shall be responsible for ensuring Subcontractors comply with reporting requirements, background check requirements, and Exhibits as specified in this contract.

9. Billing and Payment.

- a. Invoice System. The Contractor shall submit an invoice electronically, for each month that services were provided, no later than the fifteenth (15) calendar day of the following month. The fees shall be in accordance with those set forth in Special Terms and Conditions, Section 7, Consideration, of this contract. The invoice must be accompanied by all of the items specified in Special Terms and Conditions, Section 6, Reports, of this contract
 - (1) The Contractor shall not bill for a Paid Work-Based Learning Experience until a Student has completed their Work-based Learning experience (no less than 40 hours, not to exceed 120)
 - (a) Once the contractor fee has been paid, the WBLE is considered complete. No additional hours may be billed.
 - (2) The Contractor shall not bill and DVR will not pay for any services that exceed the contract maximum funding consideration
- b. Insufficient documentation or delay in the receipt of an invoice and/or reports will result in a delay of payment to the Contractor.
- c. The Contractor shall submit the invoice and reports via email to the Regional Transition Consultant or designee. Upon receipt of a management letter as specified in Special Terms and Conditions Section 6, Reports, paragraph c., The Contractor shall submit all future invoices and reports to the WAVES Case Management System.
- d. The contractor is responsible for checking for completeness, mathematical accuracy prior to submission so that services are billed according to agreed deliverables and considerations.
- e. Payment. Payment shall be approved by the Pre-ETS Program Manager or designee and considered timely if made by DVR within thirty (30) days after receipt and acceptance of the properly completed invoice and reports. Payment shall be sent to the address designated by the

Special Terms and Conditions

Contractor on page 1 of this Contract. DVR 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.

10. Investigations of Contractor or Related Personnel.

- a. DSHS may, without prior notice, suspend the Contract if the Contractor, or any partner, officer or director of the Contractor, or a Subcontractor, or any employee or volunteer of the Contractor or a Subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:
 - (1) Result in a conviction for violating a local, state or federal law; or
 - (2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of Students.
- b. DSHS may also take other lesser action, including, but not limited to, disallowing a staff member, employee, or other individual associated with the Contractor or a Subcontractor, from providing services, or from having contact with Students, until the investigation is concluded and a final determination made by the investigating agency.

11. Removal of Individuals from Performing Services.

- a. In the event that any of the Contractor's employees, Subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor remove such individual or entity from providing services to Students under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within twenty-four (24) hours, remove that individual or entity from providing direct services to Students. Failure to do so may result in a Corrective Action Plan (CAP).

12. Compliance with Corrective Action Plan (CAP).

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may establish a CAP. When presented with a CAP, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

13. Background Checks.

- a. Prior to performing services under this contract, the Contractor must obtain a criminal background check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Students. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Students and may have Unsupervised Access to these individuals.
- b. DVR may, at its discretion, request a background check on any director, board member, or other personnel.
- c. The Contractor shall designate an employee contact and back-up contact who are authorized to process confidential background checks and accept results of background checks on its personnel,

Special Terms and Conditions

interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit **Exhibit G** – Background Check System Access Request form, DSHS 17-253 (01/2019), and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Students.

- d. When an employee, intern, or volunteer of the Contractor receives a background check result of **“NO RECORD”**, the Contractor may allow Unsupervised Access to Students.
- e. When an employee, intern, or volunteer of the Contractor receives a background check result of **“REVIEW REQUIRED”**, the Contractor must complete **Exhibit H** - Character, Competence, and Suitability Assessment (CCSA) form, DSHS 03-506 (01/2019), to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Students due to mitigating circumstances.
 - (1) The completed CCSA shall be kept on file with the employee, intern, or volunteer’s DSHS background check results. At any time DVR may ask to view the CCSA or request a copy of the CCSA form.
- f. When an employee, intern, or volunteer of the Contractor receives a background check result of **“DISQUALIFY”** as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Students. The list can be found at the following website address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: <https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions>.
- g. DSHS background checks shall be conducted:
 - (1) Anytime a new employee, intern, or volunteer is hired that may have Unsupervised Access to Students;
 - (2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Students; or
 - (3) When the Contractor or DVR has reason to believe an employee, intern, or volunteer has committed an offense that may affect the status of his or her Unsupervised Access to Students.
- h. All background check and related documents shall be retained by the Contractor per DSHS General Terms and Conditions, Section 11, Maintenance of Records, with the following additional considerations:
 - (1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns or volunteers, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location separated from personnel files and other less confidential documents. Documents include the person’s name, date of birth, aliases, driver’s license, and social security number, and confidential background information.
 - (2) Results of the online DSHS Background Check System for individuals who were not hired by the Contractor, or existing employees, interns, or volunteers of the Contractor who are denied Unsupervised Access to Students, because of a disqualifying record, including RAP sheets or

Special Terms and Conditions

supplemental information provided by the applicant must be stored together in a secure location. Documents include the person's name, date of birth, aliases, driver's license number, and social security number, and confidential background information.

14. Insurance

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

a. General Liability Insurance

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

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

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

or

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

or

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

c. Workers' Compensation

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

Special Terms and Conditions

d. Employees and Volunteers

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

e. Subcontractors

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

f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

The Contractor shall, upon request by DSHS, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

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

i. Material Changes

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

j. Waiver of Subrogation

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

Special Terms and Conditions

the insurer.

k. Coverage Limits

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

l. Primary Coverage

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

m. Waiver

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

n. Liability Cap

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

o. Business Automobile Liability Insurance

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

p. Professional Liability (errors & omissions)

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

15. Disputes.

When a dispute arises over an issue concerning the terms of this Contract, the following process is used to address the dispute:

- a. The Contractor and DVR shall attempt to resolve the dispute through informal means between the Contractor and the assigned Regional Transition Consultant. For those contracts where a Regional

Special Terms and Conditions

Transition Consultant is not assigned, the Contractor shall attempt to resolve the dispute with the Regional Administrator.

- b. If the Contractor is not satisfied with the outcome of the resolution with the Regional Transition Consultant or Regional Administrator, the Contractor may submit a request for review of the disputed issue, in writing, for review within thirty (30) business days of the outcome to:

DVR Director
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340

- c. The Director may appoint a designee to review the disputed issue.
- d. A request for dispute resolution shall include:
 - (1) Name of the requester;
 - (2) Contractor's name, full address, phone number, and email;
 - (3) Contract number;
 - (4) Description of the issue in dispute;
 - (5) A statement describing the requester's position on the issue in dispute, including any documentation that supports this position; and
 - (6) Steps already taken to resolve the dispute.
- e. The reviewer may request additional supporting documentation from either party to assist in reaching a fair resolution.
- f. The Director shall issue a written decision to the Contractor within thirty (30) business days of receipt of all information relevant to the issue.
- g. The dispute resolution process described above is the sole administrative remedy available under this Contract.

16. Exhibits. ALL EXHIBITS LISTED BELOW ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE.

- a. The following exhibit is attached to the end of this Contract:
 - (1) Exhibit A—Data Security Requirements.
- b. The following exhibits are located on the DVR website with the most current version, <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>:
 - (1) Exhibit B – DSHS/DVR Pre-Employment Transition Services Approval form, DSHS 11-122 (12/2021).
 - (2) Exhibit C – Pre-ETS Curricula

Special Terms and Conditions

- (3) Exhibit D – Pre-Employment Transition Services Fee Schedule
- (4) Exhibit E – Code of Ethics and Standards of Practice, DSHS 05-252 (10/2016)
- (5) Exhibit F – DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019)
- (6) Exhibit G – BCS Access Request form, DSHS 17-253 (01/2019)
- (7) Exhibit H – Character, Competence, and Suitability Assessment form, DSHS 03-506 (01/2019)
- (8) Exhibit I – Pre-ETS Student Roster- Sign-in Sheet, DSHS 11-114 (08/2020)
- (9) Exhibit J – Pre-ETS Outreach Report, DSHS 11-155 (7/2022).

Special Terms and Conditions

Exhibit A – Data Security Requirements

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

Special Terms and Conditions

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

Special Terms and Conditions

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

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

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

Special Terms and Conditions

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

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID

Special Terms and Conditions

and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

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

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

Special Terms and Conditions

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

Special Terms and Conditions

- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

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

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

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

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

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

7. Data Segregation.

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

Special Terms and Conditions

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

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

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

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

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