



SERVICES CONTRACT ALTSA Global Leasing

DSHS Contract Number:
2434-56716
Resulting From Procurement Number:
2434-845

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

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME Revive Counseling Spokane, PLLC		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 901 N. Monroe St. Suite 201 Spokane, WA 99201		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 604-138-673	DSHS INDEX NUMBER 251589
CONTRACTOR CONTACT Layne Pavey	CONTRACTOR TELEPHONE (509) 998-8388	CONTRACTOR FAX (509) 241-1866	CONTRACTOR E-MAIL ADDRESS Layne@revivespokane.com
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Division of Home And Community Services	DSHS CONTRACT CODE 1000PC-34	
DSHS CONTACT NAME AND TITLE Sandra Guerra De Pellegrini Contract Manager		DSHS CONTACT ADDRESS 4500 10th Ave. SE. Lacey, WA 98503	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS sandra.guerradepellegrini@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE 07/01/2024	CONTRACT END DATE 06/30/2025	CONTRACT MAXIMUM AMOUNT \$344,300.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit Exhibit A: Global Leasing Service Standards for Providers, Exhibit B: Rate Sheet <input type="checkbox"/> No Exhibits.			
<p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.</p>			
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Layne Pavey, LICSW, Executive Director	DATE SIGNED July 1, 2024
DSHS SIGNATURE 		PRINTED NAME AND TITLE Cindy J Carroll, Contracts Consultant	DATE SIGNED 7/1/2024

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 and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to

DSHS General Terms and Conditions

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

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

c. **Nondiscrimination.**

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

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

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

6. **Confidentiality.**

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

(1) as provided by law; or,

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

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

DSHS General Terms and Conditions

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

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

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

DSHS General Terms and Conditions

by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

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

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

DSHS General Terms and Conditions

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

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

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

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

Additional General Terms and Conditions – Professional Service Contracts:

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

DSHS General Terms and Conditions

- 21. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- 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.
 - 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.
 - 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.
 - Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- 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;
 - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - Include a statement as to why the Contractor thinks the notice is incorrect; and

DSHS General Terms and Conditions

- d. Include a copy of the overpayment notice.

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

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

- 27. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) 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

DSHS General Terms and Conditions

Federal laws and regulations.)

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

30. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

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

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

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

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

DSHS General Terms and Conditions

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

33. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

34. Taxes.

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

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

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

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

DSHS General Terms and Conditions

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

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

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

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

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

DSHS General Terms and Conditions

1. **Purpose.** The purpose of this Contract is to: provide a rent subsidy program to achieve accessible and affordable housing for eligible ALTSA clientele who are transitioning out of or diverting from institutional settings, into community based independent housing. The set-aside units identified in this contract will provide additional capacity for ALTSA clientele to quickly access housing units utilizing the subsidies. ALTSA rent subsidies are paid through Housing Assistance Payment (HAP) contracts between the Contractor and the Spokane Housing Authority (SHA). ALTSA holds and monitors a contract with SHA for the purposes of paying ALTSA rent subsidies directly to landlords/housing providers

2. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. The contractor shall:
 - (1) Abide by the terms of the Global Lease procedure outlined in Exhibit A.
 - (2) Provide a low barrier application process for individuals/households referred by ALTSA for Global Leasing. A standard lease, without additional addendums, should be provided to the tenant. Leases must be pre-approved by DSHS.
 - (3) Make reasonable efforts to ensure that units are leased up within a reasonable amount of time and that they remain occupied for the duration of the lease.
 - (4) If owner, accept rental subsidies from ALTSA through Housing Assistance Payment contracts issued by Spokane Housing Authority, in accordance with applicable housing program regulations and requirements.
 - (5) Respond to ALTSA referrals within 2 business days of the receipt of the referral.
 - (6) Set Aside units or secure lease for 20 units to lease to ALTSA referred clients. Contractor must maintain the contracted number of Global Lease units for the duration of this contract.
 - (7) Notify designated ALTSA Housing Program Manager about any reason for denial for tenancy or restrictive eligibility criteria for the property.
 - (8) Create and submit monthly records of unit contracting, dates of occupancy and costs associated with tenancy.
 - (9) Provide occupancy report upon lease up and quarterly thereafter.
 - (10) Work with ALTSA to develop useful program reports and outcome tracking mechanisms.
 - (11) Coordinate with appropriate Housing Authority identified by Spokane Housing Authority to facilitate approved unit inspection as well as addressing any repairs to bring unit into compliance.
 - (12) Complete and retain property move-in and move-out inspection forms in

DSHS General Terms and Conditions

compliance with the Department of Commerce Landlord Mitigation Program. Landlord mitigation claims should be made prior to utilizing Risk Mitigation Funds for repairs to units. Risk Mitigation funds cannot be used for duplication or supplantation of services. Contractor must have a statewide vendor number.

- (13) Maintain regular communication with ALTSA Housing staff as needed.
 - (14) Notify appropriate contracted service providers and designated ALTSA Housing Program Manager within one business day for any posted tenant notices, including 3 Day, 10 Day, 20 Day and 30-Day notices as well as "Pay or Vacate" notices.
 - (15) Notify ALTSA Housing Program Manager, within one business day, when a referred tenant's housing is at risk, prior to termination, and work with ALTSA to prevent eviction.
 - (16) Retain unit and contents in the case of tenant absence in compliance with the ALTSA subsidy and Washington State Landlord Tenant laws.
 - (17) Attend ALTSA Global Leasing Contractor On-Boarding sessions.
 - (18) Notify designated ALTSA Housing Program Manager, of upcoming set-aside unit vacancies within five business days of being made aware that a unit will become vacant
- b. As a partner, ALTSA shall be responsible for the following
- (1) Providing referrals for eligible ALTSA enrolled clients.
 - (2) Providing rent subsidies for ALTSA clients.
 - (3) Coordinating development of a client centered, in-home service plan to assist individuals receiving the ALTSA subsidy. Services and supports are voluntary, subject to availability and eligibility criteria and legislative authority and appropriation.
 - (4) Providing services, such as, as eligible, and authorized, but not limited to:
 - (a) Supportive Housing services
 - (b) Personal Care
 - (c) Caregiver Management Training
 - (d) Skills Acquisition Training
 - (e) Personal Emergency Response Systems (PERS)
 - (f) Assistive Technologies
 - (g) Community transition items such as, but not limited to:

DSHS General Terms and Conditions

- i. Basic household items and furniture
 - ii. Transition services and support from ALTSA Contractors
 - (h) Environmental modifications
 - (i) Specialized medical equipment/supplies
 - (5) Providing a designated ALTSA Housing Program Manager as a single point of contact for overall program management.
- 3. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$344,300, including any and all expenses.

ALTSA will pay the Contractor current rates for approved expenses as detailed in the attached Exhibit B Rate Sheet. The rates are subject to change, Contractor will be notified of any changes.

4. Billing and Payment.

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to the designated ALTSA Housing Program Manager by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. **Invoices:**
 - (1) Invoices and proof of payment must be submitted at least once a month, but more often as needed, for the following allowable expenses. Approved invoices will be paid within 30 days of receipt:
 - (a) Completion of ALTSA Global Leasing onboarding and any ALTSA sponsored trainings.
 - (b) Staffing costs, including payroll and mileage.
 - (c) Administrative costs, including property management and on-site management costs, general liability insurance, and other costs as agreed upon with Housing Contract and System Specialist.
- c. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the designated ALTSA Housing Program Manager of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

I. Exhibit A: Global Leasing Service Standards for Providers

ALTSA Office of Housing and Employment's mission is to increase access to independent, affordable housing and stable tenancy, tailoring services to the individual's needs, preferences, and situation, and building on the individual's strengths.

The goal of the Global Leasing contract is to provide additional capacity for ALTSA clientele to quickly access housing units while providing risk mitigation funding for contractors.

II. Summary of audited deliverables:

1. Maintains participant confidentiality by using secure email.
2. Submits required reports, including unit availability, dates of occupancy, and costs associated with tenancy.
3. Tracks outcomes.

Detail of expected deliverables and standards of service:

- A. **Obtaining housing** – The Global Leasing contractor will seek out units that maximize community integration and provide options to potential tenants.
 1. Units should be geographically dispersed throughout community, near public transportation, and shopping areas.
 2. Units should be market rate, when possible.
 3. Unit preference is one bedroom. Studio apartments are allowable, but preference is one bedroom.
- B. **Referrals** - Notify the designated Housing Program Manager (HPM) in writing within two business days indicating whether your agency

DSHS General Terms and Conditions

(hereafter referred to as the Global Leasing Contractor) is accepting or declining the referral.

1. Notify HPM for reason for denial of tenancy or restrictive eligibility criteria for property.
 2. Maintain participant confidentiality by using secured email when communicating with DSHS Home Community Services.
 3. Provide a low barrier application process for individuals referred by ALTSA for Global Leasing.
- C. **Lease Up** - Make reasonable efforts to ensure that units are leased up within a reasonable amount of time and that they remain occupied for the duration of the lease.
1. Provide a low barrier application process for individuals referred by ALTSA for Global Leasing.
 2. Make reasonable efforts to ensure units are leased up within a reasonable amount of time and remain occupied for the duration of the lease. Work in communication with the HPM.
 3. Coordinate with appropriate Housing Authority identified by Spokane Housing Authority to facilitate approved unit inspection as well as addressing any repairs to bring unit into compliance.
 4. Complete and retain property move-in and move-out inspection forms in compliance with the Department of Commerce Landlord Mitigation Program.
- D. **Ongoing** – Maintain communication with HPM and contracted service provider(s). Notify HPM within one business day for any posted tenant notices and when tenant is at risk of lease termination.

III. Standards of Global Leasing

- A. **Housing Choice** - Choice is the foundation of permanent supportive housing.
1. Whenever possible, offer participants a choice of neighborhoods, apartments, and a say in their living environment to the extent that this is possible given housing market constraints.
 2. Provide access to housing as quickly as possible with no requirements to demonstrate readiness.
 3. Housing needs to be affordable, integrated into the community, and not require shared living spaces unless desired by the participant.
- B. **Standard Tenant Agreement** - Participants have a written agreement

DSHS General Terms and Conditions

(e.g. lease, sub-lease) which specifies the rights and responsibilities per state and local law with no special provisions to maintain tenancy.

1. Lease must be pre-approved by DSHS.
 2. No Program Contingencies of Tenancy: Failure to engage with service providers does not lead to an exit from apartment.
 3. Continued tenancy is not linked to clinical, treatment, or service provisions.
- C. **Commitment to Re-House** – When possible, legal evictions should be avoided in favor of mutually agreed upon lease terminations. Tenants are offered to be rehoused in other units, as available.
- D. **Housing Continues Through Lengthy Institutional Stay** – ALTSA Subsidy will pay for up to six months of rent when a tenant is out of the apartment due to institutionalization or hospitalization. Rental payments beyond six-month mark can be made on case-by-case basis.

IV. **Reports, Monitoring, Quality Standards and Deliverables.** The Contractor is required to:

- A. **Participate in scheduled Global Leasing Onboarding.** Documentation of training attendance must be retained in employee file.
- B. **Submit Monthly Report** on the form provided by DSHS within 15 days of the end of each month detailing units contracted, dates of occupancy, upcoming unit availability, and costs associated with tenancy.
- C. **Provide Occupancy Report** upon lease up and then quarterly thereafter.
- D. **Contract monitoring.** The Provider is subject to monitoring of Program's financial and programmatic activities during the term of this contract, and up to 6 years following termination date.

Special Terms and Conditions

<u>Edition dates:</u>	<u>Notes of updates:</u>
1. 06.2024	Implementation edition

Special Terms and Conditions

Exhibit B – Rate Sheet

Revive

ALTSA agrees will pay the Contractor the current rate for approved rates for the following services

<u>Service/Item</u>	<u>Rate</u>	<u>Description</u>
Onboarding Series	\$25,000.00	Payable upon completion of the first Onboarding session offered by ALTSA.
Contracted Units	\$118,400.00	Leasing expenses for 20 units at a rate of \$5,920 per unit for eligible expenses that include security deposit and up to three (3) months of rent and utilities. Payable on a reimbursement basis.
Other Program Expenses	\$200,900.00	Other expenses as specified on the program budget. Payable on a reimbursement basis.