

	<h2 style="text-align: center;">SERVICES CONTRACT</h2> <h3 style="text-align: center;">Refugee School Impact Program</h3>		DSHS Contract Number: 2534-65589 Resulting From Procurement Number: 2534-871	
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 Schools Out Washington		CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS 625 Andover Park West Suite 101 Tukwila, WA 98188		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-218-560	DSHS INDEX NUMBER  148955	
CONTRACTOR CONTACT Elizabeth Whitford	CONTRACTOR TELEPHONE (206) 336-6925	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS ewhitford@schoolsoutwashington.org	
DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Office of Refugee and Immigrant Assistance		DSHS CONTRACT CODE 3000PC-34	
DSHS CONTACT NAME AND TITLE Whitney Eich Administrator		DSHS CONTACT ADDRESS 9650 15th Ave SW 200  Seattle, WA 98106		
DSHS CONTACT TELEPHONE <a href="#">Click here to enter text.</a>	DSHS CONTACT FAX <a href="#">Click here to enter text.</a>		DSHS CONTACT E-MAIL ADDRESS whitney.eich@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Yes		ASSISTANCE LISTING NUMBER(S) 93.566		
CONTRACT START DATE 10/01/2025	CONTRACT END DATE 09/30/2026		CONTRACT MAXIMUM AMOUNT \$7,000,000.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements <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 Elizabeth Whitford, CEO		DATE SIGNED 9/29/2025
DSHS SIGNATURE 		PRINTED NAME AND TITLE Procurement Program Contracts Manager		DATE SIGNED 09/29/2025

## DSHS General Terms and Conditions

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

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

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

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

**4. Billing Limitations.**

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

**5. Compliance with Applicable Law and Washington State Requirements.**

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

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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.** 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 no longer complies 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. This is a requirement under Directive of the Governor 22-03.

e. **Reporting Certain Requests from the Federal Government or Law Enforcement Entities.** Contractor shall report to DSHS, within 24 hours, all non-routine requests from a law enforcement authority or federal agency for any of the following: (i) health care information, as defined in RCW 70.02.010, (ii) program eligibility information for individuals, or (iii) information that may identify a health care provider's or facilities delivery of health care services to noncitizens, or delivery of protected health care services as defined in RCW 7.115.010 (gender affirming treatment and reproductive health care services that are lawful in the state of Washington). This is a requirement under Chapter 424, Laws of 2025.

Examples of non-routine requests include surveys, requests for disclosure, subpoenas, and other mechanisms for obtaining data or information. Additionally, search warrants or other requests for disclosure are considered non-routine if they expressly seek data or information about services to noncitizens, gender affirming services, or reproductive health care services.

## 6. **Confidentiality.**

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

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Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
  - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
  - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
  - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
    - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
    - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
    - (c) Verifying after transmittal that the fax was received by the intended recipient.
  - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
    - (a) Use a Trusted System.
    - (b) Encrypt the Confidential Information, including:
      - i. Encrypting email and/or email attachments which contain the Confidential Information.
      - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
  - (5) Send paper documents containing Confidential Information via a Trusted System.
  - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS Contact identified on the cover page of this Contract.

**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.**

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- 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. **Digital Accessibility.** If this Contract includes the acquisition, procurement, development, modification or enhancement of public-facing digital content or tools; including websites, applications, and media (Covered Technology), the following requirements shall apply:
- a. All Covered Technology under this Contract must meet Level AA compliances with Web Content Accessibility Guidelines (WCAG) 2.2.
  - b. Contractor shall validate compliance with this requirement through either a third-party accessibility validation report, a Vendor Product Accessibility Template (VPAT), or compliance review documentation.
  - c. Should the Covered Technology under this Contract fails to meet the required compliance level, the Contractor shall submit a remediation plan addressing all issues identified to the DSHS Contact identified on the cover page of this Contract. DSHS may immediately terminate this Contract by providing the Contractor written notice if the Contractor fails to timely remediate all issues identified.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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

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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.

- 13. 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.

- 14. 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.

- 15. 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.

- 16. 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.

- 17. 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

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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.

- 18. **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:

- 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.
- 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. **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 fifteenth (15th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 23. **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.
- 24. **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.



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- 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.

- 25. 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.
- 26. 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.
- 27. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
  - d. Include a copy of the overpayment notice.

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

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.

- 28. 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.
- 29. 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

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or remedies available under this Contract.

### 30. 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 Assistance Listing Numbers (ALN) 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 \$1,000,000 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.

### 31. 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.

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**32. 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.

**33. 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.
- 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.

**34. 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.

**35. 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,

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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.

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

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

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

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

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

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

## **DSHS General Terms and Conditions**

## Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. **“ASA”** means the Afghanistan Supplemental Appropriations Act, 2022, and the Additional Afghanistan Supplemental Appropriations Act, 2022, in which Congress authorized ORR to provide resettlement assistance and other benefits available to refugees to specific Afghan populations, in response to their emergency evacuation and resettlement. Additional information about the ASA-eligible populations can be found at [ORR Policy Letter 22-01](#). The following Afghan populations are eligible for ASA-funded benefits and services under ORR guidelines. Additional individuals may be eligible if ORR guidelines or eligibility dates are expanded.
    - (1) Citizens or nationals of Afghanistan (including unaccompanied minors) paroled into the United States between July 31, 2021, and September 30, 2023. This group includes unaccompanied minors.
    - (2) A spouse or child of any individual described above in number one, who is paroled into the United States after September 30, 2023.
    - (3) A parent or legal guardian of any individual described above in number one, who is determined to be an unaccompanied child, who is paroled into the United States after September 30, 2023.
    - (4) Citizens and nationals of Afghanistan for whom refugee and entrant assistance activities are authorized (e.g. Special Immigrant Visa holders, Special Immigrant with Conditional Permanent Resident status, SI/SQ parolees, refugees, asylees), whose eligibility date is on or after July 31, 2021.
  - b. **“Afghan Humanitarian Parolee” (AHP)** means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, between July 31, 2021, and September 30, 2023, or current ORR guidelines if expanded, and who are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees. The date of eligibility for the Afghan Humanitarian Parolee (AHP) population is October 1, 2021, or their date of entry into the community, whichever is later. The AHP population is eligible for ORR benefits and services until September 30, 2023, or the end of the individual’s parole term, whichever is later, unless amended by law or the individual gains another ORR-eligible category or status. Benefits and eligibility documentation of this status is available at [ORR Letter on Benefits for Afghan Humanitarian Parolees](#).
  - c. **“Afghan Special Immigrant”** means a citizen or national of Afghanistan who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
  - d. **“Amerasians”** means an individual born in Vietnam after January 1, 1962, and before January 1, 1976, who was fathered by a US Citizen.
  - e. **“Asylee”** means an individual who is physically present in the US or at a border or port of entry and who has been granted political asylum by the US Attorney General. An applicant for political asylum does not meet the immigration status requirement for Refugee Assistance until asylum has been granted.
  - f. **“AUSAA”** means the Additional Ukraine Supplemental Appropriations Act of 2022 (AUSAA) appropriated to ORR to provide benefits and services to support specific Ukrainian and non-Ukrainian individuals as delineated in [ORR Policy Letter 22-13, Ukrainian Humanitarian Parolees Eligible for ORR Benefits and Services](#). Ukrainian Humanitarian Parolees (UHPs) must have a valid and current parole to enroll in new programming. Additional individuals may be eligible if ORR

## Special Terms and Conditions

guidelines or eligibility dates are expanded. The following populations are eligible for AUSAA-funded services:

- (1) Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2024;
  - (2) Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2024;
  - (3) A spouse or child of an individual described in number one or number two (listed above) who is paroled into the U.S. after September 30, 2024, or
  - (4) A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or unaccompanied child described in number one or number two (listed above) who is paroled into the U.S. after September 30, 2024.
- g. **“Authorization to Release Information Form”** means a Contractor’s form signed by the participant giving the Contractor permission to share participant’s personal information as it relates to contracted services.
- h. **“Business day”** means any day Monday through Friday, excluding state holidays.
- i. **“Calendar day”** means all days in a calendar year.
- j. **“CareSphere”** means the ORIA case management database that is used by ORIA’s contracted providers.
- k. **“Caseload”** means all participants who are receiving services provided by the Contractor.
- l. **“Caseload Review”** means a formal process of reviewing the Contractor’s Active Caseload to determine objective reasons beyond Contractor’s control that made it impossible to reach Performance Outcome Goals.
- m. **“Consent Form”** means the [DSHS 14-012](#) Consent Form signed by the participant authorizing DSHS to release information to the Contractor, and other agencies, regarding the participant for the purposes of service connection and reporting or other form approved by DSHS.
- n. **“Contract Monitoring” or “Monitoring”** means a regular process of evaluating a Contractor’s performance based on measurable service deliverables and verifying compliance with the terms and conditions in the Contract.
- o. **“Cuban and Haitian Entrant”** means a national of Cuba or Haiti who was paroled into the US or was paroled for criminal prosecution or to give testimony, or has a pending case, or applied for asylum status.
- p. **“Data”** means any Personal Information, and/or other information accessed and gained while providing services in accordance with this Contract.
- q. **“DSHS Contact”** means the DSHS Contact listed on page one (1) of this Contract and or their designee.
- r. **“Early Refugee School Impact (ERSI)”** means the component of the federal Office of Refugee Resettlement’s program intended to focus on children and families in the birth to Kindergarten

## Special Terms and Conditions

continuum. Children eligible for the ERSI program are generally birth-5 years old.

- s. **“Eligible Immigration Status”** for the purpose of this contract means refugees, asylees, victims of human trafficking, Amerasians, Cuban and Haitian entrants, Iraqi and Afghan Special Immigrants, recipients of the Afghan Supplemental Appropriations Act of 2022, and recipients of the Additional Ukraine Supplemental Appropriations Act of 2022.
- t. **“ESA”** means Economic Services Administration, which is a Washington State Administration under the Department of Social and Health Services (DSHS).
- u. **“Event”** means a planned activity, workshop, or other intentional gathering specific to an ORIA program. Events may be in-person or virtual.
- v. **“Iraqi Special Immigrant”** means a citizen or national of Iraq who is granted special immigrant status under 101(a) (27) of the Immigration and Nationality Act.
- w. **“Lawful Permanent Residents”** means someone who is lawfully authorized to live permanently within the United States, also known as “green card” holders.
- x. **“MFT”** means the Managed File Transfer system used to securely transfer files that contain client identifying information.
- y. **“Nondisclosure form”** means the [DSHS 03-374D ESA Nondisclosure of Confidential Information Agreement – Non- Employee Form](#) signed by Contractor’s staff giving the Contractor’s staff permission to access confidential and personal information from DSHS as it relates to contracted services.
- z. **“ORIA”** means the Office of Refugee and Immigrant Assistance within the Economic Services Administration within the Department of Social and Health Services.
- aa. **“ORR”** means the Office of Refugee Resettlement within the Federal Office of Administration for Children and Families.
- bb. **“Participant”** means an eligible person enrolled in an ORIA program.
- cc. **“Refugee”** means a person who is unable to return to his/her home country because of persecution, or a well-founded fear of persecution due to his/her race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term “refugee” also refers to asylees, victims of human trafficking, Amerasians, Cuban and Haitian entrants, Iraqi and Afghan Special Immigrants, and Afghan and Ukrainian Humanitarian Parolees who meet ORR eligibility.
- dd. **“Refugee School Impact (RSI) Program”** means the federal ORR program designated to serve newly arrived refugee children from birth until age 18 (or until high school graduation).
- ee. **“Re-Parole”** means the extension of parole status granted to Humanitarian Parolees from Afghanistan and Ukraine granted by the U.S. Citizenship and Immigration Services (USCIS). Those individuals granted re-parole retain their initial date of eligibility for ORR benefits and services. Details regarding serving Humanitarian Parolees from Afghanistan and Ukraine with a pending re-parole application may be referenced in [ORR Policy Letter 24-01](#) and [ORR Policy Letter 23-06](#).
- ff. **“Ukrainian Humanitarian Parolee or UHP”** means a citizen or national of Ukraine who was paroled into the United States between February 24, 2022 and September 30, 2024 due to urgent



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humanitarian reasons, or non-Ukrainian individuals who last habitually resided in Ukraine and who were paroled into the US within the same timeframe. Ukrainian Humanitarian Parolees (UHPs) must have a valid and current parole to enroll in new programming. Additional details for Ukrainian Humanitarian Parolees may be referenced in [ORR Policy Letter 22-13](#).

- gg. **“Victim of Human Trafficking”** means a person, who has been trafficked into the US and forced into the international sex trade, prostitution, slavery and/or forced labor through coercion, threats of physical violence, psychological abuse, torture and imprisonment. Victims of Trafficking must have an approved T visa or US Department of Health and Human Services letter of certification or eligibility.

2. **Purpose.** The purpose of this Contract is to allow for the administration and oversight of the statewide Refugee School Impact (RSI) program for the Department of Social and Health Services (DSHS), Office of Refugee and Immigrant Assistance (ORIA).

The central goal of the RSI program is to fund activities that lead to the effective integration and education of eligible children and youth.

Allowable activities must be aligned with the intent and purpose of the Refugee School Impact set-aside funding. The following are the priority areas and allowable activities:

- a. Refugee School Impact Program (RSI) for School-Aged Children:

- (1) **Providing specialized approaches and support for eligible students**, such as English as a Second Language classes, tutoring, newcomer or transitional programs, after school and summer programs, mentoring, behavioral health supports, and programming that supports integration.
- (2) **Supporting families learning to navigate the U.S. education system**, such as school-specific orientation for both families and students, navigators or cultural brokers, and language access.
- (3) **Developing capacity for school staff and systems**, through activities and resources such as specialized trainings for school staff around the unique and varied needs of ORR-eligible populations, ensuring language access by translating critical documents, interpretation, and specialized staff dedicated to working with ORR-eligible school-aged children, youth, and families.

- b. Early Refugee School Impact Program (ERSI) for Young Children

- (1) **Facilitating child care and preschool access** by supporting families with systems navigation, including the subsidy application process, and helping families enroll their children in day care, Head Start/Early Head Start, the Early Childhood Education and Assistance Program (ECEAP)/Early ECEAP, or other appropriate preschool.
- (2) **Supporting the academic and social preparation of children for formal schooling (preschool or Kindergarten)**, through providing specialized services that support the cognitive, social, and emotional growth of preschool-aged children, administering developmental screening tools, such as the Ages and Stages Questionnaire, Third Edition (ASQ-3), and working with districts to determine special education eligibility.
- (3) **Supporting parent engagement**, through providing parenting classes or peer support groups that focus on topics such as: healthy early childhood development, developmental milestones,

### Special Terms and Conditions

the rights of children with disabilities, school systems, and U.S. child welfare laws, and through home visiting services that enhance a parent's ability to support early childhood development.

- 3. Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- a. Participant Eligibility. The Contractor shall ensure participants meet the following eligibility criteria:
- (1) Currently reside in Washington state.
  - (2) Are a child between the ages of birth-18, or above the age of 18 if the individual is enrolled in High School or a High School GED program; and hold one of the following immigration statuses:
    - (a) Refugees;
    - (b) Asylees (who have been granted asylum);
    - (c) Cuban and Haitian entrants;
    - (d) Iraqi and Afghan Special Immigrants;
    - (e) Amerasians;
    - (f) Certified victims of human trafficking;
    - (g) Afghan Humanitarian Parolees (who meet ORR eligibility);
    - (h) Ukrainian Humanitarian Parolees (who meet ORR eligibility); or
    - (i) U.S.-born children of parent(s) with the above-named immigrations statuses if:
      - i. The child is in a single-parent family with a parent who is ORR-eligible, or
      - ii. The child is in a two-parent family and both parents are ORR-eligible.
  - (3) Are a parent of an eligible child who also holds a qualifying immigration status.
  - (4) For children participating in the Early RSI program, an eligible child is generally between the ages of birth through 5. Children who are already in Kindergarten are ineligible for the Early RSI program but may participate in the general RSI program.
  - (5) Meets the following required time-period(s) in the U.S.:
    - (a) For refugees, Amerasians, Cuban and Haitian entrants, and Special Immigrants, eligibility begins the date they enter the U.S. They are eligible for services for up to five years from the U.S. entry date.
    - (b) For asylees, eligibility begins the approval date of asylum from USCIS or the Executive Office of Immigration Review at the U.S. Department of Justice. They are eligible for services up to five years from their date of approval for Asylum.
    - (c) For Victims of Human Trafficking, eligibility begins the date of approval, or certification by the U.S. Office of Trafficking in Persons. They are eligible for services for up to five years

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from the date of approval or certification.

- (d) Afghan Humanitarian Parolees are eligible if they arrive between July 31, 2021, and September 30, 2023, or current ORR guidelines. Their eligibility begins the date they enter the U.S. They are eligible until the end of their parolee term, or if they obtain another eligible ORR status. The eligibility date remains the date of their arrival.
- (e) Ukrainian Humanitarian Parolees are eligible if they arrived between February 24, 2022, and September 30, 2024, or current ORR guidelines. Their eligibility begins the date they enter the U.S. They are eligible until the end of their parolee term, or if they obtain another eligible ORR status. The eligibility date remains the date of their arrival.

**4. Contractor Responsibilities.** The Contractor shall serve as the Program Administrator for the RSI Program. Responsibilities include, but are not limited to:

a. Develop a framework for the RSI program.

- (1) Develop a framework and workplan for the RSI Program that supports the integration, adjustment, and academic success of newly arrived refugee children and their families. Submit the annual workplan, including monitoring plan and monitoring checklist, to ORIA for approval on an annual basis. The first workplan is due 30 days after Contract execution.

b. Manage the Subawarding on Contract Funds.

- (1) With approval from DSHS, develop and launch multiple Notice of Funding Opportunities for School Districts for District Partnerships to award RSI funding and for CBOs to award RSI, Ukrainian RSI, and Early RSI funds. Notice of Funding Opportunities shall be published annually, or on a schedule that is determined in conjunction with DSHS.
- (2) Provide an information session and technical assistance to potential applicants.
- (3) Establish criteria for funding and ensure funding decisions are made in an equitable and fair way, that prioritizes direct services for refugee children and youth. Funding decisions shall be made in conjunction with DSHS-ORIA.
- (4) In consultation with ORIA, determine subawards. Administer and enter into subcontracts with school districts and CBOs within thirty (30) days after execution of this contract. Provide copies of the subcontracts to the DSHS Program Manager within sixty (60) days from the date of execution.
- (5) Provide ongoing oversight and monitoring of all subrecipients. Provide training and technical assistance to the subrecipients, as needed, to ensure contract success.
- (6) Act as a thought partner and connector when there are challenges in the RSI program at the School District or in CBOs. Support subrecipients in brainstorming and resolving challenges in a timely manner.
- (7) The Program Administrator will implement, oversee, and manage the day-to-day activities and the program budget and expenditures. The Administrator will be the point of contract for DSHS, subcontractor, and program partners.
- (8) The Program Administrator has the authority to make necessary changes to the program which include subcontractor funding and adding or revising RSI services, but must inform the DSHS

## Special Terms and Conditions

Program Manager of any changes.

- (9) Include the DSHS Program Manager or other designated DSHS staff in general communications sent to all program partners.

c. Provide Training and Technical Assistance.

- (1) Provide two annual convenings for partners in the RSI program, at least one of which must be in-person. The topics for the convenings shall be agreed upon in conjunction with DSHS-ORIA. The convenings serve as opportunities for partners to learn about contractual requirements, best practices, and strategies for providing specialized educational and integration support to refugee children. Expert speakers may be brought in to address emerging trends or needs within the refugee population.
- (2) In addition to the two annual convenings, provide at least four virtual trainings for RSI partners and other service providers who may interact with refugee children (birth – 18).
- (3) Provide ongoing opportunities for technical assistance to RSI partners around contractual compliance, immigration eligibility, monitoring and evaluation, and other topics, as needed.
- (4) Develop and manage a public webpage that describes the RSI program, lists the partners, and provides a broad array of technical support, information and resources. Post relevant and helpful articles, curriculum, resource guides, or best practices highlights to support the RSI program.
- (5) Acknowledge and recognize DSHS's contribution to the RSI Program on the Contractor's website and on any electronic or printed materials that refer to DSHS-funded RSI services.

d. Provide Program Evaluation and Monitoring.

- (1) The Program Administrator shall develop an annual Program Evaluation framework to be approved by DSHS. This shall include developing and tracking specific, measurable, achievable, relevant, and time-bound (SMART) annual program outcomes for all RSI activities. The first Program Evaluation framework is due 60 days after contract execution.
- (2) Develop outcomes to track for School Districts/District Partnerships.
- (3) Support CBOs working with school-aged children to select and implement outcomes from the RSI Outcome Measures Warehouse.
- (4) Develop outcomes to track for the Early Refugee School Impact CBOs.
- (5) Provide ongoing support to subrecipients to overcome challenges associated with tracking and measuring program outcomes.
- (6) Ensure that only eligible individuals access the RSI program through ongoing monitoring and verification of refugee status.
- (7) Submit the monitoring report to the DSHS Program Manager within thirty (30) days of the monitoring visit, unless an exception is granted. If corrective action is needed, notify DSHS within ten (10) days of the monitoring visit and continue to monitor until issue is corrected.
- (8) Perform on-site monitoring of all subrecipients at least annually.

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- e. Comply with the requirements of Sub-Recipient Status as referenced in 24 of the General Terms and Conditions, and with the Administrative Requirements of the General Terms and Conditions referenced in section 9. Compliance with Federal Requirements of the Special Terms and Conditions of this contract.

### **5. Program Documentation.**

- a. The Contractor shall be responsible for the following documentation of services:
  - (1) Provide the DSHS Contact copies of signed contracts with the list of partnerships, number of students to be served and activities that will be provided by each subrecipient.
  - (2) Submit monitoring reports to the DSHS Contact within thirty (30) days of the monitoring visit, unless an exception is granted. If corrective action is needed, notify DSHS within ten (10) days of the monitoring visit and continue to monitor until issue is corrected.
  - (3) Report on the monthly activities and administrative hours. Include verification of subcontractor payments when requesting reimbursement. Provide documentation of administrative expenses when requested.
  - (4) Maintain the following documents onsite, available for DSHS staff, state or federal staff upon request:
    - (a) Request for Proposals document, district proposals, contracts with the school districts, district contracts with community partners, and other contracts for training or professional development;
    - (b) Contractor and subcontractor current or last financial and Single audits, subcontractor monitoring reports, and corrective action reports (if applicable);
    - (c) Pre-post testing information/data or other data associated with evaluative measures as submitted by subrecipients;
    - (d) A legible copy of all participant i-94 parole document or other USCIS documentation verifying current immigration status and date of arrival to the U.S. For certain humanitarian parolees, proof of application for re-parole must also be maintained. If the qualifying immigration document is found in ORIA's database, CareSphere, the Contractor does not need to retain an additional copy but must confirm client eligibility.
    - (e) Fiscal records that substantiate administrative costs charged to DSHS under this contract;
    - (f) Other documents as requested by DSHS that pertain to the program.

### **6. Reporting.**

- a. The Program Administrator will be responsible for reporting requirements related to the RSI program. Participant demographic and service information must be maintained in ORIA's case management database, CareSphere, unless the Program Administrator's pre-existing database is approved by DSHS-ORIA for use in the RSI program. The Contractor must collect, at a minimum, from its subrecipients the following demographic fields for use in federal reporting:
  - (1) Alien number;

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- (2) First, middle, and last name;
  - (3) Date of birth;
  - (4) Immigration status;
  - (5) Sex;
  - (6) Nationality;
  - (7) Zip code, city, and county of residence;
  - (8) Immigration eligibility date;
  - (9) Service enrollment date; and
  - (10) Service exit date.
- b. Immigration eligibility must be confirmed by the Program Administrator to ensure accurate reporting. In addition to demographic information, the Program Administrator shall report on:
- (1) The total number of participants (students and parents) served and services received, broken down by program type;
  - (2) Outcomes and evaluation performance measures;
  - (3) Activities, accomplishments, and new initiatives;
  - (4) Challenges and emerging issues;
  - (5) Monitoring activities including if corrective action was identified; and
  - (6) Client success stories.
- c. Ensure there that participants are not receiving the same service through more than one program, and that subrecipients are not charging a service for an individual to more than one RSI Program. Additional information on dual enrollment and duplication of services may be found at ORR Policy [Letter 25-02](#).
- d. The Program Administrator will comply with the following reporting schedule unless otherwise negotiated with DSHS.

Type of Data Needed	Reporting Period	Deadline
Program Narrative, Participant Demographic Information	Federal Fiscal Year Quarters 1 and 2	May 5, 2026
Program Narrative, Participant Demographic Information	Federal Fiscal Year Quarters 3 and 4	November 5, 2026
Participant Demographic	Full Federal Fiscal	December 15, 2026

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Information	Year	
Subgrantee List and Funding Amount	Full Federal Fiscal Year	November 1, 2026
Contract activities performed by the Program Administrator	Monthly	Due 30 days after the month that is being reported on. For example, the report for October 2026 is due November 31, 2026.

e. Report templates will be provided to the Program Administer by DSHS.

**7. Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to, and shall not exceed, the Total Maximum Contract Amount stated on page one (1) of the Contract, including any and all expenses in accordance with the approved budget, and shall be based on the following:

a. **Rate of Payment.** The Contractor shall be paid for services based on actual expenditures incurred, up to, and shall not exceed, the Total Maximum Contract Amount.

b. **Initial Payment.** The Contractor may elect to receive \$2,902,500 (45% of the subcontractor awards) with submission of the RSI Framework and Workplan and signed Nondisclosure Forms for all staff working on the Contract. Submission of the Framework and Workplan and Nondisclosure Forms will be due to the DSHS Contact 30 days after the execution of the contract.

(1) The initial payment of \$2,902,500 (45% of the subcontractor awards) of the Total Maximum Contract Amount will be applied to actual, documented expenditures incurred under this Contract.

(2) Reconciliation of the initial payment of \$2,902,500 (45% of the subcontractor awards) will occur once the remaining balance of the Contract is equal or less than the initial payment. At that point, invoice amounts will be credited against the initial payment until the full amount has been expended through actual, documented expenditures incurred under this Contract.

(3) If, by the end of the contract period, the Contractor's total eligible expenditures are less than \$2,902,500 (45% of the subcontractor awards) received in the initial payment, the Contractor shall be required to repay the overpayment within thirty (30) days of notification.

**8. Budget.**

a. DSHS must be informed in writing of the transfer of fund amounts between budget line items of the Contractor's budget subject to the following conditions:

(1) Pass-through funding for schools and community-based organizations cannot be transferred to or from administrative budget line items.

(2) Transfer of funds greater than 10% of any individual budget line item requires prior written approval from the DSHS Contact 10 calendar days before the transfer occurs.

(3) In the event the Contractor expends their budget before the end of the contract term, the Contractor shall continue to provide services.

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- b. Funding in the budget may be carried over from one federal fiscal year to another with written approval from the DSHS Contact.

**9. Subrecipient Federal Award Details.** If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Federal Award Details are as set forth below:

a. Acknowledgement of Federal Funding

- (1) Total Amount of Federal Funds Obligated by this Action: \$7,000,000
- (2) Total Amount of Federal Funds Obligated by DSHS, including the current financial obligation: \$107,522,194.78
- (3) Total Amount of Federal Awards committed by DSHS: \$151,485,645.00
- (4) Award Details:

Contractor Name: School's Out Washington
Subrecipient Unique Entity Identifier: PKV9SN98UH16
Federal Award Date: 11/03/2022
Federal Award Period: 10/01/2022-09/30/2026
Federal Award Identification Number (FAIN): <b>2301WARSSS</b>
Awarding Official: <b>Department of Health and Human Services- Office of Refugee Resettlement</b>
Funding Type: RSS, Ukrainian RSS
Assistance Listing Number (ALN) – formerly CFDA number: 93.566 Refugee and Entrant Assistance State Administered Program

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

**10. Billing, Payment, and Closeout.**

a. Invoicing and Invoice Requirements.

- (1) All invoices must be submitted either through secure email or through the MFT system to ensure client confidentiality during the invoice process.
- (2) The Contractor shall submit invoices within thirty (30) days upon close of the billing period to receive funds in a timely manner.
- (3) The Contractor shall use the A-19 Invoice Voucher, provided by the DSHS Contact, to submit invoices for payment during the contract period. Invoices shall describe and document to



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DSHS' satisfaction a description of the work performed, activities accomplished, and expenses incurred. An invoice returned by DSHS for clarification or additional information will not be considered properly submitted until it is accepted as complete by DSHS.

(a) Each A-19 Invoice Voucher submitted for payment must be accompanied by:

- i. Contract Summary Report (CSR) detailing the monthly budget and calculating the remaining contract balance. Format provided by DSHS.
  - ii. Cost Details Page documenting the Contractor's total expenses supporting the A19.
  - iii. Lease Calculation Tool detailing any lease/rent costs that are billed under the Cost Details Page, unless exception to the rule has been granted at the start of the contract period.
  - iv. General Ledger Report showing contract-related expenditures by budget line item. The amount in the general ledger should match the invoice for all billing periods with exception of the first billing in which the general ledger may be less than the invoice.
  - v. If support services are applicable to the program, receipts must be submitted for all client support services included on the A19 Invoice Voucher.
  - vi. Any other additional backup documentation requested by DSHS that provides clarification or gives details regarding the A19 Invoice Voucher submitted for payment.
- (4) By signing the DSHS A-19 Invoice Voucher, the Contractor attests that all reported data is correct and verifiable through the support documentation that is kept in the participant files on site.

The Contractor shall be responsible for reviewing their spending on a regular basis. DSHS shall not be responsible for overspending on any budget point.

- b. De Minimis and Approved De Minimis Rates. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Comply with indirect cost guidance as defined under 2 CFR 200.414(f). Any future amendments to the CFR shall take precedence over and supersede the language set forth hereunder:
  - (2) If using an indirect rate approved by the federal government, provide a copy of the approval letter covering the contract period to DSHS. DSHS may deny the indirect rate without a copy of the approval letter.
  - (3) Complete and submit a Certificate of Indirect Costs (DSHS 02-568) form to the ORIA Program Manager annually at the beginning of the contract year, and if there is a change in your agency's indirect cost rate.
  - (4) If 501(c)3 Contractor has never had an approved indirect cost rate, they may elect to use up to fifteen percent (15%) de minimis, and the Contractor budget will show this election. A letter is not required from the federal government for the use of up to fifteen percent (15%) de minimis.
  - (5) If Contractor has a current federally negotiated indirect rate or indirect rate from a cognizant agency, the Contractor shall not use the DSHS approved up to fifteen percent (15%) de-minimis

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indirect rate.

- (6) If Contractor has applied for a new indirect rate approval, then DSHS will use the expired indirect rate, until a new letter is presented to DSHS. The Contractor will be required to provide a copy of the new request letter for an indirect rate. Once a new approval letter is awarded, the Contractor must provide a copy to DSHS, and participate in a review of payments, to ensure no overpayment has occurred.
- (7) If Contractor's indirect rate has expired, and the Contractor does not plan to reapply, the ORIA Program Manager has the discretionary authority to approve the use of up to fifteen percent (15%) de minimis. The Contractor must request this use of this via email to the ORIA Program Manager.

### c. Payment.

- (1) Payment shall be considered timely if made by DSHS within forty-five (45) calendar days after receipt and acceptance of properly completed billing documents.
- (2) The Contractor must be registered in the [Statewide Payee Registration System](#) in order to receive electronic payment.
- (3) 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.

### d. Close Out.

- (1) Final Invoice. The final Invoice Voucher for payment, including all required reports and backup documentation, must be submitted within thirty (30) days after the Contract End Date indicated on page one (1) of the Contract. The expenses invoiced shall not be higher than those set forth in the approved budget.

### e. Errors, Overpayments and Fraud. The Contractor shall notify the DSHS Contact within thirty (30) days of discovery or knowledge that the Contractor or any of the Contractor's subrecipients, subcontractors, or vendors has an actual or potential:

- (1) Payment error;
- (2) Overpayment; and/or
- (3) Act of fraud.

## 11. **Contract Monitoring.** DSHS shall monitor the Contractor for compliance with the terms and conditions of this Contract and provide technical assistance upon request or when necessary to assist with contract compliance. The method of monitoring may include the following:

- a. Site Visits. The DSHS Contact shall perform site visits as determined to be necessary by DSHS. The Contractor shall be present for site visits, which shall be scheduled during regular business hours. Site visits will be conducted with prior notification to the Contractor. Desk and/or onsite monitorings may include, but are not limited to, the review of the following:
  - (1) Invoices and documentation (A-19s);
  - (2) Program or service and financial reports;

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- (3) Surveys or feedback cards from clients;
- (4) Client complaints;
- (5) Audit or financial report follow-up, ensuring all appropriate action has been taken on all items detected through audits, on-site reports, and any other means;
- (6) Indirect rate certification (certificate of indirect costs or plan); if applicable; and/or
- (7) A review of delivery of program services;
- (8) Discussions about the Contractor's problems and challenges;
- (9) Follow-up on identified problems from previous visits;
- (10) Review of facility/personnel licensing
- (11) Review of surveys and inspections performed by outside parties;
- (12) Interview of staff to determine whether they are familiar with the program;
- (13) Inspection of the Contractor's facilities and operations;
- (14) Review of and compliance with the Contractor's policies and procedures governing service delivery and financial processes;
- (15) Review of the Contractor's monitoring/production reports;
- (16) Review of any independent limited scope program audits;
- (17) Verification of performance from outside sources (e.g. sub-contractors)
- (18) Observation of class, training and/or workshop;
- (19) Participant interviews.

### **12. Reduction of Funds.**

- a. Funding for this Contract is based upon the Contractor's agreement and requirement to:
  - (1) Comply with the terms and conditions of this Contract, and
  - (2) Meet the requirements of the Contractor Responsibilities.
- b. If the Contractor is unable to comply with the agreements and requirements outlined within this Contract:
  - (1) DSHS shall notify the Contractor and provide technical assistance and best practice ideas to assist the Contractor in becoming compliant with the requirements of this Contract.
- c. If the Contractor remains unable to comply with the agreements and requirements outlined within the Contract after technical assistance has been provided:
  - (a) DSHS shall notify the Contractor.

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- (b) The Contractor will be required to develop a written Corrective Action Plan.
- (c) The Contractor shall submit the corrective action plan to the DSHS Contact within ten (10) business days for approval.

(2) If the Contractor fails to comply with all the terms of the Corrective Action Plan:

- (a) DSHS shall reduce the Maximum Contract Amount of this Contract by two percent (2%).
- (b) DSHS shall reduce the Maximum Contract Amount of this Contract by an additional three percent (3%) if the Contractor fails to comply with the terms of a second corrective action.
- (c) If the Contractor fails to comply with the terms of a second corrective action, DSHS reserves the right to terminate the Contract.

13. **Child Abuse and Health and Safety Concerns.** In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at **1-866-END HARM**.
14. **Fraud Reporting.** The Contractor shall report any knowledge of cash, food, or medical public assistance fraud to DSHS by calling 1-800-562-6906 or online via the [DSHS Fraud Referral Form](#).
15. **Contractor Information.** The Contractor shall forward to the DSHS Contact within ten (10) business days any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include, but are not limited to, change of business name, address, telephone number, fax number, e-mail address, business status, and names of current state employees employed by the Contractor.
16. **Contract Extensions.** DSHS may make subsequent Contract awards or extensions at DSHS' sole discretion. DSHS will base future awards or extensions on the Contractor's ability to achieve annual outcome goals, to comply with the terms and conditions of this Contract, and to meet the requirements of the Statement of Work.
17. **Contract Suspension.** DSHS may take certain actions in the event the Contractor, or any of its partners, officers, directors, or employees, is investigated by a local, county, state or federal agency, for a matter, which DSHS determines may adversely affect the delivery of services provided under this contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with clients pending final resolution of the investigation.
18. **Culturally Relevant Services.** The Contractor shall ensure all services are provided in the cultural context of the participant and/or participant's family. Best practices for providing culturally relevant services are to employ staff with a similar cultural background and to offer training for all staff working in the program.
19. **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

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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 \$2,000,000 per occurrence; and \$4,000,000 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 \$2,000,000 per occurrence; and \$4,000,000 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 \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

- c. Workers' Compensation

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

- d. Employees and Volunteers

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

- e. Subcontractors

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

## Special Terms and Conditions

Contractor's liability or responsibility. Subcontractors with any other Washington state agency, department or office, including all state community colleges, state universities, and school districts, are excluded from all insurance requirements.

### 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 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

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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.

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

Request for resolution can be sent:

Via email at [ESAContracts&Purchasing@dshs.wa.gov](mailto:ESAContracts&Purchasing@dshs.wa.gov) OR [julia.weese@dshs.wa.gov](mailto:julia.weese@dshs.wa.gov); or

Via Postal Service at:

DSHS/ESA/Division of Finance and Financial Resources

Attn: ESA Contracts and Procurement Administrator

PO Box 45445

Olympia, WA 98504-5445

**21. Exceptions to Policy.**

- a. The Contractor shall submit to the DSHS Contact, a prior written request for any exceptions to policy.

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- b. The DSHS Contact shall provide the Contractor with a written confirmation of the request status (approved, denied, or pending) within five (5) business days of its receipt. The DSHS Contact shall include justification for any denial and approval.



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### Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. “AES” means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197-upd1.pdf>).
  - b. “Authorized Users(s)” means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
  - c. “Business Associate Agreement” means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
  - d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
  - e. “Cloud” means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
  - f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
  - g. “FedRAMP” means the Federal Risk and Authorization Management Program (see [www.fedramp.gov](http://www.fedramp.gov)), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
  - h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

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

2. **Authority.** The security requirements described in this document reflect the applicable requirements of policies and standards of the Washington Technology Services Agency ([https://watech.wa.gov/policies?combine=&field\\_categories\\_target\\_id=80&field\\_type\\_target\\_id=All](https://watech.wa.gov/policies?combine=&field_categories_target_id=80&field_type_target_id=All)), 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:

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- 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.

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

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- 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:
    - (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.

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

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

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

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

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

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

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

**7. Data Segregation.**

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

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

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

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

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.