



SERVICES CONTRACT

DSHS Contract Number:
2535-60160
Resulting From Procurement Number:
2535-878

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		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE 1000PC-35	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE 02/01/2026	CONTRACT END DATE 01/31/2031	CONTRACT MAXIMUM AMOUNT \$350,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A: Data Security Requirements Exhibit; Exhibit B: Community Assistance Network Templates <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	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

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

6. **Confidentiality.**

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

(1) as provided by law; or,

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

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

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

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

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

- 7. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

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

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

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

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

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

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

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

Additional General Terms and Conditions – Professional Service Contracts:

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

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- 21. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the 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.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- 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

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- d. Include a copy of the overpayment notice.

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

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

- 27. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 29. Subrecipients.**
 - a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by 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

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Federal laws and regulations.)

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

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

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

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

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

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

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

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

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

34. Taxes.

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

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. “Customer” or “Applicant” means a Washington State resident, or their authorized legal representative, who is seeking to apply for WA Cares benefits through the WA Cares Fund with the assistance of a Community Assistor.
 - b. “Beneficiary” means a Washington state resident, or their authorized legal representative, who is eligible to receive benefits available through the WA Cares Fund as defined by RCW 50B.04.010. To receive benefits, a customer must meet the WA Cares Fund contribution requirements set forth below:
 - (1) Worked or paid into the WA Cares Fund for a minimum of ten years in total, and for a minimum of five years consecutively.
 - (2) Worked or paid into the WA Cares Fund for three of the last six years at the time the person applies for the benefit, and at minimum 500 hours per year during those years.
 - (3) The beneficiary is eligible to receive long-term care insurance coverage benefits through the WA Cares Funds.
 - c. “Benefit Application Management System” or “BAMS” means the software/web application designed for customers to register and manage their WA Cares Account.
 - d. “Business Days” or “Business Hours” means Monday through Friday, 8 AM to 5 PM PT, local time in Olympia, Washington, excluding Washington State holidays.
 - e. “Community Assistor” means an individual or organization that is trained to assist and support customers in navigating the application and enrollment process for WA Cares benefits.
 - f. “Corrective Action Plan” means the comprehensive written plan the Contractor will provide to DSHS in the event DSHS determines the Contractor failed to adhere to the terms and conditions of the Contract.
 - g. “HCLA” means the Home and Community Living Administration
 - h. “Key Performance Indicator” or “KPI” means the measurable value WA Cares Community Assistance Network will use to measure the effective performance of the Contractor and its subcontractors.
 - i. “Lead Community-Based Organization (CBO)” also referred to as the Contractor, is an organization that has been awarded with a contract to establish and manage Community Assistor activities within a geographic region encompassing one or more counties.
 - j. “Long Term Care Insurance Coverage means the financial benefits provided by the WA Cares Fund to cover the costs of long-term care services and supports, such as in-home care services, assistive devices, nursing facility care, home health care, and assisted living. Long-term care insurance provides coverage for services and supports when an individual is unable to perform activities of daily living (e.g., bathing, bed mobility, medication management, mobility, toileting, and others.).
 - k. “Maximum Rate” means the highest amount that can be charged for a service or good, as established by law or rule, provided to an eligible customer.

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- l. “Network Partner” means an organization that is subcontracted by a Lead Community-Based Organizations (CBOs) to provide Community Assistor services in a designated Service Area.
 - m. “Outreach Efforts” means connecting and engaging with a specific group or population in a various community setting to offer assistance with WA Cares applications and enrollment.
 - n. “Overpayment” means any payment to a Contractor more than that to which is entitled by law, rule, contract, or pre-authorization, including amounts in dispute.
 - o. “Provider One” or “P1” means the system administered by Health Care Authority that is used for all pre-authorizations and claims for services provided to customers.
 - p. “Service Area” means one or more counties in Washington State where a Contractor will provide services.
 - q. “Service Site” means a site managed by Lead Community-Based Organizations (CBOs) or their network partners where the public can access assistance with WA Cares application and enrollment services.
 - r. “WA Cares Fund” or “WCF” means Washington State’s long-term services and supports trust program.
 - s. “WA Cares Community Assistance Manager” means the individual in charge of creating, supervising, managing, and providing support for the Community Assistance Network and the Lead Community Organizations.
 - t. “WA Cares Community Assistance Network” is a Network composed of the Lead Community-Based Organizations (CBOs) and trained community assistors who will assist customers with the application process, enrollment, and navigating the intricate process of accessing their long-term care insurance benefits through the innovative WA Cares Fund.
 - u. “WA Cares Community Assistor Portal” is a secure, on-line web-based platform that allows community assistors to assist customers with navigating the application process: complete and submit applications, upload and access information, and manage enrollment status for WA Care benefits.
2. **Purpose.** The purpose of this Contract is to: set forth the terms and conditions between the Contractor and DSHS by which the Contractor administers the equitable delivery of WA Cares benefits to Washington state residents using the WA Cares Fund by creating and overseeing a network of trained Community Assistors. Community Assistors provide guidance and support to individuals navigating the application process for the WA Cares Fund. This will enable the Community Assistance Network to reach a broader audience and provide Washingtonians with the necessary information and support to successfully navigate and apply for WA Cares benefits.
- a. DSHS enters into this Contract as a result of DSHS RFP #2535-878
 - b. DSHS incorporates by reference the Contractor’s written response to DSHS RFP #2535-878
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. **Community Assistors.**

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- (1) Recruit and train a team of 2 or more Community Assistors who will provide one-on-one, in-person, assistance to Customers. Community Assistors will work with customers to facilitate their enrollment by helping them navigate the WA Cares application process. Such assistance may include but not be strictly limited to: explaining the application process, collecting and verifying required documentations, entering applications, uploading required documentations into the Community Assistor Portal and submitting applications. The Contractor will ensure Community Assistors performing work pursuant to the Contract do so in accordance with the following guidelines and conditions:
 - (a) Training. Community Assistors will be trained by the Community Assistance Network and the Contractor to develop a comprehensive understanding and knowledge of the WA Cares Fund, including its programs, policies, benefits, processes, procedures, and limitations. Such training must ensure Community Assistors provide assistance and services in alignment with the WA Cares Community Network Standards.
- (2) Provide ongoing support and supervision of the Community Assistors to ensure they are meeting the needs of customers and the community effectively.
- (3) Administer the delivery of Community Assistor services throughout designated geographic Service Areas by:
 - (a) Establishing connections with Lead Community-Based Organizations (CBOs) or individuals who may qualify for the WA Cares fund within the designated Service Area.
 - (b) Securing partnerships with community organizations and or networks that have strong ties with target populations and other underinsured groups in the Service Area.
 - (c) Assess the geographic area to determine underinsured groups by engaging with representatives from key community organizations or groups with knowledge and expertise about the demographics of the population.
 - (d) Create and then implement strategies for community education that connect with and involve customers across different communities and environments throughout the state.
 - (e) Serve as the point of contact and communication for Network Partner organizations and keep them apprised of program changes and updates.
- (4) Process payments for any paid Network Partner sub-contracts Lead Community-Based Organizations (CBOs) enters into.

b. **Quality Assurance.**

- (1) Maintain a physical business location within the designated Service Area for the entire duration of any resulting Contract.
- (2) Ensure that there is sufficient staff capacity to guarantee the availability of Community Assistors in the proposed Service Area year-round.
- (3) As needed, create and then implement cultural, language, and disability requirements to ensure inclusivity and accessibility.
- (4) Create a comprehensive monitoring and evaluation plan to oversee and assess the effectiveness of the Community Assistors providing assistance and support to customers. This

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plan will be designed to facilitate necessary adjustments to enhance the quality of services provided and at minimum must include, but not be strictly limited to, the following activities:

- (a) Routine customer surveys to obtain feedback about Community Assistor services received.
- (b) Compliance with the WA Cares Community Network standards and requirements.

- (5) Implement a data management system to track customer interactions, outcomes, and feedback for reporting purposes.

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$350,000 including any and all expenses, and shall be based on the following:

5. **Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to Stephanie Endler by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Stephanie Endler of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. **Background checks.** The signatory for this Contract agrees to undergo and successfully complete a DSHS criminal background check conducted by DSHS or the WA Care Community Assistance network every two years, and as required under RCW 43.20A.710 and RCW 43.43.830 through 43.43.843. A successful background check is required for individuals prior to any unsupervised access and at least every two years thereafter.

Lead Community-Based Organizations (CBOs) are responsible for performing background checks on all Community Assistors within their Service Area. Background check expenses are the sole responsibility of the Community Organizations. Community Organizations must maintain documentation of successful completion of required background checks.

Background requirements:

- a. A background check shall be conducted for each Community Assistor at least once every 24 months.
- b. Background checks for new Community Assistor candidates shall be conducted prior to initiating training for the individual.
- c. Lead Community-Based Organizations (CBOs) shall retain a copy of the background checks for all Community Assistors in the Service Area.
- d. Community Assistors are approved only if they meet the provisions for serving vulnerable adults as

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specified in [RCW 43.43.830](#) and [RCW 43.43.832](#). This includes the disqualification of individuals with crimes related to the exploitation or abuse of vulnerable individuals. Due to the Community Assistor access to applicants' personal health and personal identification information, the Lead Community-Based Organizations (CBOs) will also disqualify Community Assistors or candidates with a conviction related to financial crimes including but not limited to identity theft, robbery, forgery, fraud, theft, bribery, and embezzlement.

7. Disputes. WCF Program Staff/Director.

- a. The rates paid by DSHS in satisfaction of the provisions of this Contract are not subject to administrative review under chapter 34.05 RCW or any dispute resolution provision of this Contract.
- b. Under RCW 70.128.167 and WAC 388-76-10990, when the Contractor disagrees with a finding of a violation or an enforcement remedy imposed by DSHS, the Contractor shall have the right to have the violation or enforcement remedy reviewed under the Department's informal dispute resolution process. The purpose of the informal dispute resolution process is to provide an opportunity for an exchange of information that may lead to the modification or deletion of a violation or enforcement remedy imposed by DSHS. The dispute resolution process will include, but is not necessarily limited to, an opportunity for review by a DSHS employee who did not participate in, or oversee, the determination of the disputed violation or enforcement remedy. The Contractor may submit a written request for review which must include (1) a copy of the disputed violation or enforcement action, and (2) the reasons for disputing the finding or enforcement action. Requests for review shall be made to the individual identified in the enforcement letter, within ten (10) working days of receipt of the written finding of a violation or enforcement remedy. In addition to a written request, the Contractor may request to present the information in person to a DSHS designee. When requested by the Contractor, DSHS will convene a meeting, when possible, within ten (10) working days of receipt of the request for informal resolution. When requested by the Contractor, DSHS will expedite the dispute resolution process to review violations upon which DSHS issued an order concerning license suspension, stop placement, or a condition on a license. Orders of the Department imposing license suspension, stop placement, or conditions on a license are effective immediately upon notice and shall continue pending dispute resolution. This informal dispute resolution process is not governed by chapter 34.05 RCW.
- c. Lead Community-Based Organizations (CBOs) shall comply with all relevant laws, regulations, procedures, protocols and guidelines in this contract and those set forth by the state and federal governments in providing assistance to individuals accessing long-term care insurance benefits through the WA Cares Fund.
- d. Lead Community-Based Organizations (CBOs) must comply with the dispute requirements as described in this contract.
- e. Lead Community-Based Organizations (CBOs) and the WA Cares Community Assistance network shall attempt to resolve the dispute through informal means between the Contractor and the WA Cares Community Assistance manager assigned to this Contract.
- f. If the Lead Community-Based Organization (CBOs) is not satisfied with the outcome of the resolution with the WA Cares Community Assistance manager, the Lead Community-Based Organizations (CBOs) may submit the disputed issue, in writing, for review within ten (10) business days submitted to the Director, Office of the WA Cares Fund, PO Box 45600, Olympia, WA 98504-5600.
- g. The WCF program staff may request additional information from the WA Cares Community Assistance manager and/or the Contractor. The WA Cares Director shall issue a written decision to

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the Contractor within thirty (30) calendar days of receipt of all information relevant to the issue.

When the Contractor disagrees with the written decision of the WA Cares Director, the Contractor may request DSHS to appoint a representative other than the WA Cares Director to review the dispute. The request for review must be submitted to the WA Cares Director, in writing within thirty (30) business days of the Contractor's receipt of the decision by the WA Cares Director. The DSHS-appointed designee may request additional information from the WA Cares Community Assistance manager and/or the Contractor and may request a meeting to discuss the dispute. Both DSHS and Contractor shall mutually agree on the date of such meeting in a timely manner. Whether or not a meeting is held, the designee shall issue a written decision to the Contractor within thirty (30) calendar days after receipt of the Contractor request or the date of the meeting, whichever is later. Such decision shall be final and be abided by the Contractor and WA Cares.

8. Ethics.

Throughout the duration of this contract, the Lead Community-Based Organizations (CBOs) and Community Assistors are prohibited from:

- a. No charges or fees shall be imposed on any customer, applicant, or enrollee, nor shall any form of compensation be requested for offering assistance in connection with their responsibilities as Community Assistors.
- b. Refrain from utilizing the funds allocated by the WA Cares Fund for any unauthorized purposes, as such actions may result in the misappropriation of public resources and potential legal consequences.
- c. Provide gifts, gift cards, cash, or promotional items that highlight the products or services to any customer, applicant or enrollee as an incentive for enrollment or renewal.
- d. Utilize the funds obtained from any resulting Contract to acquire gifts, gift cards, or promotional items that advertise or promote products or services.
- e. Use unsolicited approaches, like visiting homes directly or making calls to individuals who haven't asked to be contacted by the organization.
- f. Must not provide false or misleading information to individuals regarding their eligibility for long-term care insurance benefits under the WA Cares Fund.
- g. Should not engage in any fraudulent activities, such as providing false information or misrepresenting the benefits available through the WA Cares Fund, when assisting customers with accessing their long-term care insurance benefits.
- h. Utilize automated phone dialing systems or recorded messages to make unsolicited outgoing calls regarding health care enrollment, especially when there is no prior relationship with the intended audience.

9. Cultural, Language, and Disability. Lead Community-Based Organizations (CBOs) shall provide services in compliance with the following cultural, language and disability requirements:

- a. Develop and maintain general knowledge of the various racial, ethnic, and cultural communities within the Service Area. Effectively support the individuals in each of the Lead Community-Based Organization and its communities, it's important to develop and maintain a thorough understanding of their racial, ethnic, and cultural backgrounds. This encompasses their health beliefs and

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practices, the languages they speak, their health literacy levels, the trustworthy sources of information they rely on, and other relevant aspects that can enhance the quality of assistance and benefits provided.

- b. Community Assistors to deliver culturally and linguistically appropriate services and how to assist individuals who speak limited English.
- c. Notify customers who speak limited English in their preferred language of their right to receive language assistance and how to request these services.
- d. Provide assistance in a person's preferred language at no cost, including oral or written translation of documents, if needed or requested to assure effective communication. (Note: At the customer's request, the use of the customer's family or friend as an interpreter is permitted. If that's not an option, provide interpreter services through reliable interpretation services or contracted interpreter services.)
- e. Implement strategies to recruit, support and promote staff who are representatives of the demographic characteristics and are trusted sources in their proposed Service Area, including languages spoken.

10. Disability Access Requirements.

- a. Language: Provide information and resources in multiple languages to accommodate individuals who may have limited English proficiency. Plain Talk and Inclusive Language (it is important to use language that is clear, concise, and easy to understand. Use plain talk and Inclusive Language in all digital content, tools, and communications.
- b. Materials: Ensure that educational materials, websites, and other resources are accessible and user-friendly for individuals with disabilities.
- c. Digital: Ensure that online platforms and resources are user-friendly for individuals with visual or hearing challenges. This includes offering alternative text for images, adding closed captions to videos, and ensuring compatibility with screen readers.
- d. Cultural: It's important to take into account the cultural backgrounds and specific needs of various communities when designing and implementing the WA Cares Community Assistance network. This includes offering resources and support services that are culturally relevant.
- e. Communication: It is essential to adopt communication methods that are both inclusive and accessible. This can be achieved by offering sign language interpreters, supplying written materials in formats that accommodate various needs, and employing plain language to effectively convey information.
- f. Services: Offer support and services to individuals with disabilities at no charge, should they need or ask for assistance, to promote effective communication. Additionally, if individuals prefer, they are welcome to have a family member or friend help facilitate communication. (See Cultural, Language Requirements section). Enable authorized representatives to support individuals with disabilities in making well-informed choices for themselves.
- g. Environment: Create an environment that provides support in a manner that is easily accessible and considerate of the unique needs of individuals with disabilities is essential.

11. Ensuring Program Integrity.

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Lead Community-Based Organizations (CBOs) are entrusted with serving vulnerable populations and utilizing public funds and resources. Therefore, Lead Community-Based Organizations (CBOs) must prioritize program integrity to ensure the effective and responsible use of public funds/resources to maintain public trust and reduce the risk of errors or misconduct. To achieve this Lead Community-Based Organizations (CBOs) must have strong program integrity policies and procedures in place to ensure appropriate use of public funds and resources. Within 60 days of Contract execution, Lead Community-Based Organizations (CBOs) must provide their established policies and procedures to the WA Cares Community Assistance Network. The policies and procedures shall cover the following:

- a. Transparency in accounting and policies to verify the following:
 - (1) Community Assistors meet all Community Assistance Network established requirements.
 - (2) Community Assistors will complete all required training prior to providing services and supports.
 - (3) Community Assistors are required to complete annual training to maintain their ability to provide services and support.
 - (4) Background checks for every Community Assistor is conducted within the last 24 months, are documented, and show no disqualifying offenses.
 - (5) Regular monitoring and auditing of program activities to ensure compliance with established policies and procedures.
 - (6) Implementation of corrective actions in response to any identified errors, misconduct, or non-compliance with program integrity standards.
 - (7) A method and process for customers to easily and transparently file complaints and receive a response or resolution.

12. Fraud.

- a. Lead Community-Based Organizations (CBOs) shall report to the WA Cares Community Assistance Network any suspected fraud, waste, or abuse involving the WCF program to the Department as soon as possible, but within ten (10) business days of discovery.
- b. Lead Community-Based Organizations (CBOs) shall cooperate with any investigation of potential fraud and abuse. The Contractor shall assist the Department and any other entity legally authorized to investigate fraud and abuse allegations.

- 13. Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation.** The Contractor and its employees must immediately report all instances of suspected abuse, abandonment, financial exploitation, or neglect of a Vulnerable Adult under RCW 74.34.035 or a child under RCW 26.44.030. The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM), or using an online form at: <https://www.dshs.wa.gov/report-abuse-and-neglect>. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency. For more information: <https://www.dshs.wa.gov/altsa/home-and-community-services/report-concerns-involving-vulnerable-adults>.

14. Program Education.

Program education is to ensure Washingtonians are informed about the WA Cares Fund and the

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support provided by Community Assistors. Throughout the year, Lead Community-Based Organizations (CBOs) will provide program education activities to groups or organizations that have an existing relationship with one or more target populations. Program education is to educate staff and/or volunteers who can share the information or make referrals to the Community Assistors when appropriate. Program Education includes presentations to community groups, participating in health or benefit events, or meetings with organization staff who deliver services, or other activities.

Program education may include:

- Presentations to community groups
- Participation in health fairs or benefit events
- Meetings with organization staff who provide direct services
- Partnerships with WA Cares Fund outreach staff on events and community feedback opportunities
- Other related activities that promote awareness and access

15. Enrollment and Retention. Lead Community-Based Organizations (CBOs) shall:

- a. Ensure that each Lead Community-Based Organizations (CBOs) provides sufficient service sites especially in rural and, or remote geographic areas to assure that assistance is reasonably available during regular business hours throughout the Service Area.
- b. Recruit and retain an adequate number of Community Assistors in the Service Areas, especially in rural and, or remote geographic areas to assure assistance is readily available year-around for individuals who need assistance with applications and WA Cares Fund.
- c. Ensure Lead Community-Based Organizations (CBOs) and Community Assistors are prepared to assist customers understand the program's regulations and provisions, along with guidance on how to access available resources and support.

16. Management and Support of Community Assistors. Lead Community-Based Organizations (CBOs) serve as the primary contact and initial support for their Community Assistors. Lead Community-Based Organizations (CBOs) will:

- a. Provide ongoing support and resources to Community Assistors to ensure they have the necessary tools and information to effectively assist customers.
- b. Collaborate with the WA Cares Community Assistance network to address any systemic issues or challenges that arise in the application and enrollment process.
- c. Maintain consistent communication with Community Assistors to provide updates, guidance, and support related to the WA Cares program.
- d. Maintain accurate records of all interactions with Community Assistors for reporting and accountability purposes.
- e. Ensure that all Community Assistors are trained and equipped to support customers.
- f. Conduct regular audits and quality assurance checks to ensure that Community Assistors are following proper procedures and protocols when assisting customers with WA Cares applications and enrollment process.

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- g. Ensure Community Assistors are available to offer immediate assistance to customers during standard business hours for any system, account or user issues that need intervention or reporting through WA Cares systems.
- h. Ensure Community Assistors attend the required WA Cares Community Assistance network training to effectively fulfill their responsibilities in this role.
- i. Provide coaching and/or training to new Community Assistors as needed to attain proficiency in Community Assistors' responsibilities.
- j. Conduct a thorough investigation and implement necessary measures promptly regarding complaints related to Community Assistors, while also reporting the findings to the WA Cares Community Assistance network.
- k. Immediately notify the WA Cares Community Assistance network of any security breach involving Community Assistors, organization, and, or network partners.

17. Key Performance Indicators (KPIs).

- a. Key Performance Indicators (KPIs) serve as a framework for assessing the performance and effectiveness of the Lead Community-Based Organizations (CBOs) within the WA Cares Community Assistance network.
- b. If the WA Cares Community Assistance network determines that a Lead Community-Based Organizations (CBOs) has failed to meet the same KPI for three consecutive months, or three or more KPIs within any given month, the WA Cares Community Assistance network will consult with the program manager assigned to the Contract to identify needed improvements and create an improvement plan. If performance does not improve as outlined in the improvement plan, the WA Cares Community Assistance network may terminate or amend the Contract to reduce the scope of work and compensation to align with Contractor performance.
- c. The WA Cares Community Assistance network will evaluate key performance indicators (KPIs) annually to assess compliance, which will inform the decision to either renew or terminate the contract with the Lead Community-Based Organization.

Figure 1: Key Performance Indicators

Metric	KPI	Reporting Standard & Frequency
Exhibit B: Community Education Activity Report	100% of monthly activity reports Complete and submit Exhibit B, the Program Education Activity Form/Report, in advance of conducting any scheduled program education activities.	Submission must be provided at least one month in advance
Exhibit B: Completed Activity Report	100% of monthly activity reports Complete and submit Exhibit B, Completed Activity Report	Complete and submit report monthly
Number of individuals served each	100% of the total number of individuals served and enrolled in the WA Cares Fund. (use tracking system)	Document on Monthly Activity

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month		Report
Number of Applications created and submitted each month	100% of successful applications submitted to the WA Cares Funds	Document on Monthly Activity Report
Survey Results – Community Assistor Support	90% (or greater) of WA Cares Community Assistance Network-administered Community survey responses rate the Lead Community-Based Organizations (CBOs) support and responsiveness “good” or “excellent”.	By December 31 of each year
Metric	KPI	Reporting Standard
Survey Results –Community Assistor Responsiveness	90% (or greater) of WA Cares Community Assistance Network -administered Community Assistor survey responses report that the Lead Organization responds to questions or issues “immediately” or “within 2 hours.” This level of responsiveness showcases their commitment to providing timely support to the community.	By December 31 of each year
Background Checks	100% of background checks are completed as follows: <ul style="list-style-type: none"> ▪ A background check is conducted for each Community Assistor at least once every 24 months. ▪ Background checks for new Community Assistor candidates are conducted prior to initiating training for the individual. ▪ The organization retains a copy of the background checks for all Community Assistors in their Service Area. ▪ Community Assistor and Network Partners who have disqualifying crimes on their background are not performing Community Assistor services (unless pre-approved in writing by the WA Cares Community Assistance Network). 	Document on Monthly Activity Report
Subcontracts	100% of Network Partner subcontracts are executed and submitted to the WA Cares Community Assistance Network Manager.	Annually

18. Period of Contract Performance.

The period of performance under the Contract shall be 1/5/2026 through 1/4/2031. The term of the Contract may be extended by amendment up to two times for up to one year per amendment at the sole discretion of DSHS. Additional services that are appropriate to the scope of this Solicitation, as determined by DSHS, may be added to the Contract in a mutually agreeable amendment.

19. Ownership of Material.

Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be “work made for hire” as defined by Title 17 USCA, Section 101. Ownership by DSHS shall include the right to copyright, patent, register, and the ability to transfer these rights and all information used to formulate such Work Product. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound

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reproductions; studies; surveys; tapes, and/or training materials. Material which the Contractor uses to perform the contract but is not created for or paid for by DSHS is owned by the Contractor and is not “work made for hire”, however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Insurance

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

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than \$2,000,000 per occurrence and \$4,000,000 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

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be held responsible for claims filed for Workers' Compensation under Title 51 RCW by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

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

e. Subcontractors

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

f. Separation of Insureds

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

g. Insurers

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

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

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agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not DSHS receives the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

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

l. Primary Coverage

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

m. Waiver

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

n. Liability Cap

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

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.

21. **Data Share Information.** The Contractor shall adhere to Exhibit A, Data Security Requirements and the following:

a. Purpose:

(1) Activity for which the Data is needed:

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- (a) Enrollment and Retention of Community Assistors
- (b) Community Engagement
- (c) Community Education
- (d) Individuals Served
- (e) Number of Applications

(2) How Data Recipient will use Data: Data Collection.

- (a) Data collection is essential for the Community Assistance Network to effectively serve the community, measure its impact, identify gaps, populations served, challenges, milestones, and continuously improve programs and services. Tracking interactions and outcomes to refine services and provide more personalized support. Sharing data with relevant agencies to improve coordination and avoid duplication of services.

b. Description of Data

- (3) Data elements: Participants' personal information which may include names, addresses, requested equipment.
- (4) Lead Community-Based Organizations (CBOs) are responsible for gathering important demographic and relevant data within their Service Area. This information will assist the WA Cares Community Assistance Network in understanding the populations served by the Community Assistance Network program and their specific needs.
- (5) The data collected may encompass details such as age, gender, race/ethnicity, primary language, disabilities, and other factors that could influence access to and use of WA Cares benefits and services.
- (6) Lead Community-Based Organizations (CBOs) might also track the types of services that community members utilize and identify any barriers they face in accessing care and services.
- (7) Data collected should be kept confidential and used in accordance with all relevant privacy laws and regulations.
- (8) Time frame(s) for Data disclosure or exchange: As needed throughout the term of contract.
- (9) Data reports will be submitted monthly to the WA Cares Community Assistance Network

Data Access or Transfer

- (1) Method. Secure email
- (2) Requirements for Access. Access to Data shall be limited to staff whose duties specifically require access to such Data in the performance of their assigned duties. Prior to making Data available to its staff, Data Recipient shall notify all such staff of the Use and Disclosure requirements. All staff accessing the data shall then sign a statement in which they agree to adhere to the Use and Disclosure requirements and a list of such staff and their statements, with their signatures, shall be updated as necessary and submitted to the Data Provider upon request.

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(3) Frequency of Exchange. As needed (correct)

d. Limitations on Use of Data

If the Data and analyses generated by Data Recipient contain personal information about DSHS clients, then any and all reports utilizing these Data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

e. Limitations on Storage of Data

Data will not be stored on or transferred to portable devices or media by the Contractor unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the required protections as specified in the Data Security Requirements Exhibit.

- 22.** Contractor may not use any state resources, including without limitation DSHS IT Resources, furnished to it under this Contract other than for the performance of its obligations under this Contract. DSHS IT Resources means DSHS computing and telecommunications facilities, hardware and software. The contractor agrees to use any DSHS-licensed or other copyrighted software strictly within the limits of the manufacturer's licensing agreement. Contractor acknowledges and understands that any employees, staff or other representatives of Contractor will be required to sign DSHS form 03-374B, Agreement on Nondisclosure of Confidential Information, prior to being granted access to any DSHS IT Resources and that all applicable DSHS administrative and security policy requirements will apply.

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Exhibit A, Data Security Requirement Exhibit

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

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

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference

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material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and 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 comply 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.

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- (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (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

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restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has 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:

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

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

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

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

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

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

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

7. Data Segregation.

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

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- (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- (6) When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

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

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

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Exhibit B: Community Assistance Network Templates

- 1. Enrollment and Retention of Community Assistors.** In this section, Lead Community-Based Organizations (CBOs) must outline how it will provide a WA Cares Community Assistance Network-approved network of Community Assistors to deliver one-on-one enrollment services throughout the service area.

Using the table below, provide the number of Community Assistors available in each county/service area to deliver enrollment/application assistance, and explain how Lead Community-Based Organizations (CBOs) have determined that this number is sufficient to provide reasonable access to assistance.

County/Services Areas	Number of Community Assistors	Provide brief explanation of how this number is sufficient

*Add rows if needed

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2. **Program Integrity.** Maintaining program integrity involves implementing measures to mitigate the likelihood of errors or misconduct by Community Assistors. These measures encompass verifying that individuals adhere to the established criteria for performing Community Assistor duties, ensuring that Community Assistors complete required training, and confirming that background checks, conducted within the last 24 months, are properly documented. Additionally, a formal complaint process is made available.

- a. Describe how Lead Community-Based Organizations (CBOs) will ensure background checks are on file for each Community Assistor that were conducted within the previous 24 months and are free of disqualifying crimes as outlined in this contract.

Click or tap here to enter text.

- b. Summarize Lead Community-Based Organizations' process to resolve complaints and how customers are informed about the process.

Click or tap here to enter text.

- c. Describe Lead Community-Based Organizations' procedure or approach in the event of a Community Assistor breach of security.

Click or tap here to enter text.

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3. Program Education. Program Education Activity Reporting (Exhibit B) Requirements

Program education is to provide knowledge and information to community groups, members, individuals about the WA Cares funds, the accessibility of the Community Assistors and their roles. Community education will include sharing information about the WA Cares Funds, benefits, and how to make referrals to Community Assistors when members of these groups or organizations encounter individuals in need of assistance.

Submission Frequency Requirement:

Lead Community-Based Organizations (CBOs) shall complete and submit Exhibit B, the *Program Education Section A: Planned Program Education Activity Table Report*, no later than the last business day of the month preceding the scheduled activities. Submission **must be provided at least one month in advance** and include all planned program education activities with their scheduled start dates to allow adequate time for review and coordination across partners.

a. Program Education Section A: Planned Program Education Activity Table Report

Organizational List Requirement: Submission must include a list of organizations where Program Education activities will occur. This list must identify:

- The Engagement Activity type,
- The Location and Setting: Name and location of the organization,
- The Target Population(s),
- The Estimated Number of Expected Attendees, and
- A Description of the Services or Activities to be Provided.
- The Date of Education Program provided

Providing this information in advance enables alignment and coordination across the Community Assistance Network (CAN), Area Agencies on Aging (AAAs), and WA Cares Fund outreach teams.

b. Program Education Section B: Updates & Cancellations Report

If a planned activity is canceled or modified, the Lead CBO must:

- Provide written notification, and
- Submit an updated Exhibit B within **five (5) business days** of the change.

c. Program Education Section C: Completed Activity Report (submit monthly)

- Lead Community-Based Organization (COBs) shall complete and submit the *Completed Activity Report* **monthly**, documenting all Program Education activities conducted during the reporting month. The report shall verify that all planned activities were implemented and shall include the actual participation data, outcomes, and any required follow-up actions.

Compliance

Failure to submit Exhibit B as outlined in these requirements may be considered non-compliance with contract terms.

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Program Education Table

In the table below, list the names of community groups or organizations that Lead Community-Based Organizations (CBOs) will focus on, along with their locations and the target population(s), number of attendees, described the services or activity provided, and the date of the activity.

Program Education Section A: Planned Program Education Activity Table Report

Lead Community-Based Organization: _____

Report Month: _____

Signature and Date: _____

Engagement Activity Type Describe the services provided (Enrollment, application, education, presentation etc.)	Location and Settings: Name and location of the organization	Target Population (s)	Estimated # of Attendees	Planned date (s)

*Add rows as needed

Report any changes with your Community Assistors or Network partners

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Program Education Section B: Updates & Cancellations Report

- Use this report to record any changes, cancellations, or rescheduled activities from Section A.
- Submit updates within five (5) business days of the change.
- Complete one row per update or cancellation.

Lead Community-Based Organization: _____

Report Month: _____

Signature and Date: _____

Original Organization/Group Name	Original Planned Date (s)	Type of Change (Update/Cancellation)	Description of Change	New Dates (s) (If Applicable)

*Add rows as needed

Report any changes with your Community Assistors or Network partners

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Program Education Section C: Completed Activity Report (submit monthly)

- Complete one row for each completed program education activity.
- Complete only included activities that were actually conducted (not planned or canceled).
- Attached additional rows/page if needed.

Activity Completed Report Month: _____

Engagement Activity Type Describe the services provided (Enrollment, application, education, presentation etc.)	Location and Settings: Name and location of the organization	Target Population (s)	Numbers of Attendees	Planned date (s)	Completed or Not Completed (If not completed state reason.)	Notes/ Follow-up needed

*Add rows as needed

Summary Metrics:

Instruction: Provide a summary of overall program education activities conducted in this reporting month.

Total Number of Activities Completed:	
Total Number of Attendees (all activities):	
Top 3 Targeted Population Reached:	
Key Lessons Learned/Feedback Received:	
Challenges Encountered:	
Planned Follow-up action:	

Certification and Signature

I certify that the information provided in this Exhibit submission is accurate, complete, and in accordance with the contract requirements for Program Education activities under the WA Cares Community Assistance Network.

Lead Community-Based Representative Name and Title: _____

Signature: _____

Date: _____

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- 4. Individual Served.** The Lead Community-Based Organizations (CBOs) are required to provide to the WA Cares Community Assistance Network with the total count of individuals who have been reached and supported by the community assistors. Also, include the number of reoccurring individuals who receive support from the community assistors. This will serve as a measure of the effectiveness of the Community Assistors in engaging with and assisting community members.

Number of individuals served each month	Reoccurring Individuals	Location and setting	Target Population(s)

*Add rows as needed

Special Terms and Conditions

5. **Number of Applicants.** The Lead Community-Based Organizations (CBOs) are required to provide to the WA Cares Community Assistance Network with the numbers of applications created and submitted by Lead Community Organization's Community Assistors to help assess the effectiveness of the community assistors in enrolling individuals into the program and track progress towards enrollment goals.

Number of applications created and submitted each month	Location and setting	Target Population(s)

*Add rows as needed