



# SERVICES CONTRACT

DSHS Contract Number:  
2432-56790  
Resulting From Procurement Number:

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 WA State Coalition Against Domestic Violence		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 107 Spring Street Seattle, WA 98104		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-280-891	DSHS INDEX NUMBER 1148
CONTRACTOR CONTACT Deadria Boyland	CONTRACTOR TELEPHONE (206) 389-2515	CONTRACTOR FAX (360) 586-1024	CONTRACTOR E-MAIL ADDRESS deadria@wscadv.org
DSHS ADMINISTRATION Economic Services Administration	DSHS DIVISION Community Services Division	DSHS CONTRACT CODE 3000PC-32	
DSHS CONTACT NAME AND TITLE Mette Earlywine Program Manager		DSHS CONTACT ADDRESS ESA CSD HQ 712 Pear Street SE Olympia, WA 98501	
DSHS CONTACT TELEPHONE (360)790-8794	DSHS CONTACT FAX <a href="#">Click here to enter text.</a>	DSHS CONTACT E-MAIL ADDRESS earlyme@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE 07/15/2024	CONTRACT END DATE 06/30/2025	CONTRACT MAXIMUM AMOUNT \$810,572.00	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit Exhibit: A, B, C <input type="checkbox"/> No Exhibits.			
<p>The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.</p>			
CONTRACTOR SIGNATURE  <b>Draft - Please Do Not Sign</b>		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE  <b>Draft - Please Do Not Sign</b>		PRINTED NAME AND TITLE Huan Nguyen, Contracts Officer	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 tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
  - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
  - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- 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 Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
  - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
  - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
  - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
  - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
  - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned

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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.

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

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

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

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

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

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

## 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. "Agency" means a public or private agency or other organization providing services to DSHS clients.
  - b. "Community-Based Domestic Violence Program" or "CBDVP" means organizations that provide, as a primary purpose, assistance and advocacy for domestic violence victims. Domestic violence assistance and advocacy includes crisis intervention, individual and group support, information and referrals, and safety assessment and planning. Domestic violence assistance and advocacy may also include, but is not limited to, provision of shelter, emergency transportation, self-help services, culturally specific services, legal advocacy, economic advocacy, community education, prevention efforts, and accompaniment and advocacy through medical, legal, immigration, human services, and financial assistance systems. Domestic violence programs that are under the auspices of, or the direct supervision of, a court, law enforcement or prosecution agency, or the child protective services section of DSHS as defined in RCW 26.44.020, are not considered CBDVP.
  - c. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
  - d. "Domestic Violence Coalition" means a statewide nonprofit domestic violence organization that has a membership that includes the majority of the primary purpose, community-based domestic violence programs in the state, has board membership that is representative of community-based, primary purpose domestic violence programs, and has as its purpose to provide education, support, and technical assistance to such community-based, primary purpose domestic violence programs and to assist the programs in providing shelter, advocacy, supportive services, and prevention efforts for victims of domestic violence and dating violence and their dependents.
  - e. "ESA" means Economic Services Administration, which is an Administration within DSHS.
  - f. "Live Training" means events that are held at a specific time and not prerecorded, where participants have the opportunity to ask questions and hear the questions of others in real-time. Examples of live training include events that are in-person, teleconferences, interactive webinars, and web casts.
  - g. "Self-Study" is a form of study in which one is, to a large extent, responsible for one's own instruction. Examples of self-study include reading articles, books, academic journals, training materials, engaging in on-line learning opportunities, and prerecorded webinars. Self-study content must be current or have historical relevance to the domestic violence advocacy field.
2. **Purpose.** As prescribed by RCW 70.123, the purpose of this Contract is to provide resources, on-going training opportunities, and technical assistance relating to domestic violence for community-based domestic violence programs; provide resource information, technical assistance, and collaboration toward developing model policies and protocols; and provide opportunities for persons working in the area of domestic violence to exchange information and resources.
3. **Statement of Work. – Exhibit A.** The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in Statement of Work, Exhibit A.
4. **Program Requirements – Exhibit B.** The Contractor shall ensure that all qualifications, performance expectations and program requirements for services provided under this Contract meet the

## Special Terms and Conditions

specifications described in Program Requirements, Exhibit B.

### 5. Budget Exhibit – Exhibit C.

- a. Contractor's budget for providing services under this Contract is attached as Exhibit C. This budget is based on negotiation between DSHS and the Contractor. If the approved budget includes a line item for equipment which was approved for purchase by the DSHS Program Manager for this Contract, ownership of the equipment shall be retained by the Contractor.
- b. Funds may be transferred between budget line items of the Contractor's Budget subject to the following conditions:
  - (1) Transfer of funds up to 10% of the budget line item must be requested in writing by the Contractor and may be made without amending this Contract;
  - (2) Transfer of funds that exceeds 10% of the budget line item shall require a written amendment to this Contract prior to the transfer of funds between budget line items. Transfers requiring a written amendment shall be requested no later than thirty (30) days prior to the Contract end date.
  - (3) Budget amendment requests are subject to justification and negotiation.

6. **Reports.** The Contractor shall submit quarterly performance reports that meet the specifications described in Program Requirements, Exhibit B, Reporting and Record-Keeping.

7. **Contract Term.** The initial period of performance for this sole source contract is listed on page 1. If funding is available and the sole discretion of DSHS and in mutual agreement with the Contractor, as well as approval by the WA Department of Enterprise Services, this Contract may be extended for up to two (2) additional years, in one (1) or two (2) year intervals, through June 30, 2027.

### 8. Consideration.

- a. Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$810,572.00**, including any and all expenses, as follows. These funds are allotted from the state of Washington General Fund.
- b. Allotted funds not expended during the period ending June 30 shall not be carried forward into the following fiscal year. Contractor shall obligate all funds received under this Contract by the Contract end date listed on page 1 of this Contract. All obligated funds shall be liquidated no later than thirty (30) days after the Contract end date listed on page 1 of this contract, without exception.
- c. Travel Expenses. Travel expenses incurred or paid by the Contractor shall be reimbursed at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Reimbursable travel expenses under this Contract only include mileage, lodging and per diem rates. **Any out-of-state travel must be approved in advance by DSHS for travel expenses to be reimbursable under this Contract.** Travel expenses are included in the maximum contract amount for this Contract.

Current rates for travel can be accessed at: <http://www.ofm.wa.gov/policy/10.90.htm>

### 9. Billing and Payment

- a. The Contractor shall submit a monthly or quarterly invoice for services performed under this

## Special Terms and Conditions

Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DSHS. Invoices shall not be submitted more frequently than monthly.

- b. The invoice shall be on invoice forms provided to the Contractor by DSHS and shall clearly indicate that the month(s) of service being invoiced.
- c. The invoice shall state the total amount of expenses incurred by the Contractor that is based on the line items listed in the Budget Exhibit attached as Exhibit C. The invoices shall include description and documentation to DSHS' satisfaction of the work performed, activities accomplished, and completion of deliverables in accordance with Exhibit A, Statement of Work, of this Contract.
- d. The Contractor shall attach a spreadsheet to its A-19 invoice voucher that includes the following information: contract budget by line item, amount requested for the invoice by line item, YTD (Year-To-Date) expenditures by line item, and contract balance by line item. Upon request by the DSHS Program Manager for this Contract, Contractor shall attach, or submit, copies of all source documentation for expenditures claimed on invoice vouchers submitted for payment, in the manner requested by DSHS.
- e. The cost or expense billed for each such item shall be charged against the total amount listed for that item in the Budget Exhibit. The cumulative dollar amount for each such item, for all invoices submitted by the Contractor, shall not exceed the total dollar amount stated for that item in the Budget Exhibit, except as provided in Section 5.b. *Budget – Exhibit C* above.
- f. Original A-19 invoice vouchers shall be submitted to [dvprogram@dshs.wa.gov](mailto:dvprogram@dshs.wa.gov). The Contractor shall contact the DSHS Contact Name listed on page 1 of this Contract concerning billing questions.
- g. Claims for payment submitted by the Contractor shall be paid by DSHS if received by DSHS no later than sixty (60) days from the date services were rendered; EXCEPT, the final invoice for services performed under this Contract shall be submitted to DSHS no later than thirty (30) days after the Contract end date listed on page 1 of this Contract, without exception.
- h. DSHS shall make payment within sixty (60) days of receipt of a properly completed invoice for services.
- i. DSHS is not obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- j. Contractor certifies that work performed under this Contract does not duplicate any work to be charged against any other Contract, subcontract, private grant or other state or federal funding source.
- k. DSHS may stop or withhold payment to the Contractor if reports or other documentation required under this Contract are delinquent, i.e., not submitted at the time prescribed by this Contract or the DSHS Program Manager for this Contract, or are incomplete.
- l. DSHS may, at its sole discretion, withhold or deny payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

### 10. Meals and Refreshments – Limitations

- a. Any meals or refreshments provided by the Contractor, as part of the contracted services provided, are subject to limitations under the RCW and state regulations as to (1) the circumstances under which they may be provided and claimed as an expense under the Contract, and as to (2) the



## Special Terms and Conditions

amount of that cost that may be claimed for reimbursement from DSHS under the Contract.

- b. Meals, refreshments, or food services provided by the Contractor in connection with services provided under the Contract must be an integral part of the meeting, training, or other event provided by the Contractor and must advance or support the purpose of the Contract for which the services are provided.
- c. Reimbursement for refreshments is subject to RCW 43.03.050(4) which limits refreshments to coffee or light refreshments at a meeting where the purpose of the meeting is to conduct agency business related to the purpose of this Contract or to provide formal training that benefits the staff (paid and volunteer) providing services pursuant to this Contract, and the coffee or light refreshment is an integral part of the meeting or training session.
- d. The cost of any meals provided by the Contractor in connection with the services provided under this Contract must meet the published requirements and guidelines of the Department of Enterprise Services (DES) applicable to Washington State employees, in order for DSHS to reimburse the Contractor for such costs.
  - (1) DES requirements for reimbursement for meals with meetings may be found at <http://www.ofm.wa.gov/policy/70.15.htm>.
  - (2) DES rates for reimbursement may be found at <http://www.ofm.wa.gov/policy/10.90.htm>.
- e. The reimbursable cost of refreshments may not exceed \$3.00 per person per day for the meeting, training, or other event provided by the Contractor.
- f. The costs for meals, refreshments, food services or other like items are subject to the above limitations as to allowable costs for reimbursement.

### 11. Payment Only for Contracted Services

DSHS shall pay the Contractor only for contracted services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services provided through the date of termination.

### 12. Funding Stipulations

- a. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- b. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.
- c. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

### 13. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the



## Special Terms and Conditions

requirements of this Contract, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process

### 14. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

### 15. Business/Financial Assessment

The Contractor authorizes DSHS to obtain a financial assessment and/or credit report of the Contractor's corporation and/or business, and of the principal owner(s) of the corporation and/or business, at any time prior to or during the term of this Contract. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business.

DSHS may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DSHS, the Contractor, or any partner or managerial employee of the Contractor, or an owner of 50% or more of the Contractor entity, or a principal owner who exercises control over the Contractor's daily operations:

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business; or
- c. Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

### 16. Insurance

The Contractor shall obtain and maintain for the duration of the Contract, at the 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.

## Special Terms and Conditions

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds;

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds:

or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

- c. Workers' Compensation

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

- d. Employees and Volunteers

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

- e. Subcontractors

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

## Special Terms and Conditions

insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

### h. Evidence of Coverage

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

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

### i. Material Changes

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

### j. Waiver of Subrogation

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

### k. Coverage Limits

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

### l. Primary Coverage

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.

## Special Terms and Conditions

### 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.

## 17. Investigations of Contractor or Related Personnel

DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

- a. Result in a conviction for violating a local, state or federal law, or
- b. In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients.

DSHS may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

## 18. Compliance Agreement

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

## 19. Evaluation of Contractor

DSHS may evaluate the Contractor's performance during the term of the Contract. Areas of review may include, but are not limited to, the following:

- a. Effectiveness of services;

## Special Terms and Conditions

- b. Timeliness of services provided;
- c. Effective collaborative efforts with DSHS;
- d. Quality and clarity of reports;
- e. Adherence to contract terms; and
- f. Compliance with federal and state statutes

### 20. Administrative Records

The Contractor shall retain all fiscal records that substantiate all costs charged to DSHS under this Contract.

### 21. Auditing and Monitoring

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DSHS/ESA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

### 22. Disputes

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:
  - (1) A statement identifying the issue(s) in dispute; and
  - (2) The Contractor's name, address, and contract number.
- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which is disputed.
- c. A copy of the current DSHS dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current DSHS dispute resolution **Special Terms and Conditions** process should be sent to:

Department of Social and Health Services

**Special Terms and Conditions**

Attention: Domestic Violence Unit  
PO Box 45470  
Olympia, WA 98504-5470

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## Special Terms and Conditions

### Exhibit A

## STATEMENT OF WORK

### ORGANIZATION OF STATEMENT OF WORK

1. Supporting Domestic Violence Programs
  - a. State Domestic Violence Conference
    - (1) Delivering SFY25 Conference
    - (2) Planning SFY26 Conference
  - b. Advocacy Practice
    - (1) Core Trainings for New Advocates
    - (2) Community Collaboration Training
    - (3) Housing Advocacy Webinars
    - (4) Advanced Learning Community Virtual Series
    - (5) Advocacy Guidance Resources
  - c. Program Management
    - (1) Financial Management Training
    - (2) Director's Calls
    - (3) Director's Gathering (3-Day)
    - (4) Supporting New Directors
  - d. Prevention & Healthy Relationships
    - (1) Prevention Peer Learning Opportunities
    - (2) Prevention Resources
  - e. Statewide Support
    - (1) Technical Assistance
    - (2) Supporting People of Color and Native Peoples
    - (3) Workforce Sustainability
    - (4) WSCADV Newsletter
    - (5) Online Training Center
2. Informing the Public and Other Systems
  - a. Statewide Representation
    - (1) Committees and Task Forces
    - (2) Victim Services Workforce Sustainability
    - (3) Legislative webinar
  - b. Providing Information about Domestic Violence
    - (1) Fatality Review
    - (2) WSCADV Website
    - (3) Building Dignity Website
3. State and Coalition Partnership
  - a. Planning Meetings
  - b. Contract Update Meetings
  - c. Contract Performance Reports

## Special Terms and Conditions

The Washington State Coalition Against Domestic Violence (WSCADV) shall provide the services and activities as described in this Statement of Work.

### 1. Supporting Domestic Violence Programs.

a. **State Domestic Violence Conference.** Provide timely and relevant training and networking opportunities at a statewide conference for individuals and agencies providing domestic violence advocacy and prevention services.

(1) The Contractor shall organize, market, and implement a SFY 2025 statewide conference to be held by December 31, 2024.

(a) Contractor shall identify and recruit conference workshop/plenary presenters that have the skills, knowledge, and teaching ability to provide the information on which they are presenting. Conference will include, at a minimum, learning opportunities designed specifically for program directors, managers, supervisors, and preventionists in addition to learning opportunities for advanced advocacy.

(b) The conference shall provide a minimum of twelve (12) hours of training to each participant over a minimum of two (2) days in length and accommodating at least 300 registrants. It shall be affordable for non-profit community based domestic violence programs (CBDVP) and held at a fully accessible location and/or held via a fully accessible virtual platform.

(2) The Contractor shall begin to organize and market a statewide conference to be held in SFY 2026.

(a) Contractor shall identify and recruit conference workshop/plenary presenters that have the skills, knowledge, and teaching ability to provide the information on which they are presenting. Conference will include, at a minimum, learning opportunities designed specifically for program directors, managers, supervisors and preventionists in addition to learning opportunities for advanced advocacy. Contractor may select and secure a venue for the SFY 2026 conference.

(b) The conference shall provide a minimum of twelve (12) hours of training to each participant over a minimum of two (2) days in length and accommodating at least 300 registrants. It shall be affordable for non-profit community based domestic violence programs (CBDVP) and held at a fully accessible location and/or held via a fully accessible virtual platform. In-person attendance options shall be offered in accordance with COVID-19 public health guidance.

b. **Advocacy Practice.** Provide training, opportunities for peer connection, and resources for staff providing advocacy services to domestic violence survivors.

(1) **Core Training for New Advocates.** Contractor shall organize, market, and implement three (3) training events on advocacy for new paid and volunteer domestic violence victim advocates.

(a) Training content shall, at a minimum, include theory and implementation of empowerment based advocacy; the history of the domestic violence movement; active listening skills; systems advocacy; anti-oppression and



## Special Terms and Conditions

cultural competency theory and practice; confidentiality and ethics; safety planning skills and barriers to safety; planning, clarifying issues and options, and crisis intervention; and providing services and advocacy to individuals from marginalized populations. The full 20-hours of training must cover all initial training topics specified in WAC

<https://app.leg.wa.gov/WAC/default.aspx?cite=388-61A-1080>. Participants shall be informed verbally and in registration/written materials, that in order to comply with the initial training requirements for DSHS contracts, completion of the core training is through a combination of in-person and specific online learning modules. Interactive web-based training may substitute for in-person training as necessary

- (b) At minimum two (2) core training events shall be delivered in-person, and one (1) may be delivered virtual but must be instructor-led. One (1) training event must be completed by December 31, 2024; the remaining two (2) training events must be completed by June 30, 2025.
  - (c) Each training shall be a minimum of two (2) days and provide opportunities for participants to engage in interactive learning activities. Each training event shall be a minimum of fourteen (14) hours of live, interactive, instructor-led training, in addition to 6 hours of online self-study content developed/hosted/maintained by WSCADV. Contractor shall ensure maintenance of online training modules throughout the contract period to ensure adequate access to self-study content.
- (2) Community Collaboration Training. Contractor shall organize, market, and implement one (1) training event focusing on community collaboration. The training shall be a minimum of six (6) hours, delivered in person, and completed June 30, 2025. Topics to be determined in consultation with the DSHS DV Program Administrator.
- (3) Housing Advocacy Webinars. Contractor shall organize, market, implement, and record two (2) webinars on topics related to housing advocacy for domestic violence survivors. Each webinar shall be a minimum of 1.5 hours. The first advocacy webinar shall be held by December 31, 2024 and the second advocacy webinar shall be held by June 30, 2025. Topics may include, but are not limited to: DV Housing First, supporting housing navigation, tenant rights, managing survivor housing programs, rapid rehousing best practices, housing choice vouchers, and/or improving housing access for survivors from marginalized communities. Webinar recordings shall be posted on the Contractor's website.
- Advocacy Learning Community (ALC) Virtual Series. Contractor shall organize, market, and implement three (3) advanced advocacy trainings with the ALC. Each ALC training shall be a minimum of 2.5 hours and delivered as virtual sessions with a group of approximately 35 participants to sustain the ALC by including past participants and recruiting new advocate participants. Contractor shall analyze evaluations and lessons learned from the previous years of the ALC. ALC sessions will orient new participants, deepen advocacy strategies based on questions and daily challenges shared by programs during technical assistance visits and outreach by Contractor staff. Specific topics will be identified by Contractor staff and guest faculty in consultation with the DSHS DV Program Administrator.
- (4) Advocacy Guidance on Emerging Issues. Contractor shall promote a minimum of two (2) web-based resource postings addressing emerging or frequently asked about topics which may include, but is not limited to: confidentiality, legal advocacy, substance use disorders, and mental health. Resources shall be released no later than June 20, 2025.

## Special Terms and Conditions

- c. Program Management. Provide training, support, and opportunities for peer connection for program directors, supervisors, and shelter managers.
- (1) Financial Management Training. Contractor shall organize, market, and implement a financial management training that is a minimum of five (5) hours and delivered in person by March 31, 2025.
  - (2) Director's Meetings. Contractor shall organize, market, and implement a minimum of ten (10) Director's Meetings to be held virtually by June 30, 2025.
  - (3) Director's Gathering (3-Day). Contractor shall organize, market, and implement a Leadership Gathering to provide opportunities for strategic thinking, training, and peer learning that is a minimum of fifteen (15) hours and delivered in person by June 30, 2025.
  - (4) Supporting New Directors. Contractor shall make in-person, telephone or email contact with all new and interim directors and program directors of DSHS contracted CBDVPs within fifteen (15) days of becoming aware of a change. This contact shall include:
    - (a) An introduction of the Contractor and the services it has to offer to the CBDVP, including an invitation to participate in the new director group orientation.
    - (b) An inquiry as to what, if anything, the CBDVP may need at that time from the Contractor in order to facilitate a smooth leadership transition.
    - (c) An assessment as to whether the Contractor is able to provide the requested assistance within existing expertise and resources, or whether a referral to the DSHS Program Manager or other resources is needed.
    - (d) Periodic contact with new and interim directors or program directors after the initial contact to remind them of the availability of the Contractor's services, including any upcoming training opportunities.
- d. Prevention and Healthy Relationships. The Contractor shall provide leadership and assistance to CBDVPs on issues related to domestic violence prevention.
- (1) Prevention Peer Learning Opportunities. Contractor shall plan, market, organize and implement two (2) virtual or in-person peer learning and community building sessions for current DSHS Domestic Violence Primary Prevention contractors and other preventionists. Sessions shall provide opportunities for participants to learn new ideas for implementing prevention efforts, offer support to other preventionists and receive information that builds confidence and connection for CBDVP preventionists and directors around leading prevention efforts within local communities. One session shall be held by December 31, 2024 and the other shall be delivered by June 30, 2025.
  - (2) Prevention Resources. Contractor shall integrate prevention topics into social media efforts on an ongoing basis throughout the contract period of performance.
- e. Statewide Support.
- (1) Requests for Information and Technical Assistance (TA). The Contractor receives a considerable number of requests for information and TA. TA is defined as specific, detailed guidance and can include telephone calls or emails on a specific topic; provision of written materials; review and feedback/comments/advice on materials prepared by organizations; or on-site visits involving intensive assistance and an exchange of information and

## Special Terms and Conditions

resources.

- (a) Contractor shall respond to a minimum of 4,500 inquiries for information and TA related to domestic violence.
- (b) Contractor shall provide intensive TA and program visits on advocacy and program management best practices to a minimum of 4 unduplicated DSHS-contracted DV victim services programs, for a minimum of 16 hours of TA support in total. Intensive TA may include phone calls, emails, researching issues and reaching out to other relevant organizations on behalf of the program, and developing helpful materials in conjunction with at least one visit to the program.
- (2) Supporting People of Color and Native People. Contractor shall provide opportunities to support the emerging and existing leadership of people of color and Native people at CBDVPs, By and For programs, and other domestic violence programs.
- (3) WSCADV Newsletter. Contractor shall develop and distribute a minimum of six (6) issues of a WSCADV Newsletter. Newsletters shall be developed and distributed on a regular basis throughout the contract period. Dates of production and distribution are at the discretion of the Contractor, but should occur at regular intervals such as monthly, and completed by June 30, 2025. Distribution may be electronic.
- (4) Online Training Center. Contractor shall maintain and update courses available through the Contractor's web-based online training center.

## 2. Informing the Public and Other Systems.

### a. Statewide Representation.

#### (1) Committees and Task Forces.

- (a) Contractor shall actively participate on and support local, state and national committees, task forces, and agencies and organizations upon invitation and/or appointment to represent the needs of domestic violence victims and domestic violence victim services programs and to advocate for enhanced coordination and appropriate response to victims of domestic violence.
  - (b) Contractor shall participate on the DSHS Funding Formula workgroup convened to review and examine the domestic violence victim services funding formula administered by DSHS and shall provide recommendations and technical assistance to DSHS as needed.
  - (c) Contractor shall participate in the Crime Victims Services Workgroup convened by the Administrative Office of the Courts.
- (2) Victim Services Workforce Sustainability. Contractor will work with statewide partners to explore long-term goals and efforts to support sustainable and adaptive DV programs. This may include but is not limited to statewide funding stabilization, adapting service models, support for new directors and leadership at DV programs, collaboration with allied service providers in local community and statewide roles, and fostering leadership of People of Color and Native peoples within DV programs.

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(3) Legislative Session Wrap-Up. Conduct one (1) webinar, after conclusion of the 2025 legislative session and no later than June 20, 2025, recapping relevant legislation for CBDVPs. The webinar shall include an agenda, be facilitated, and provide sufficient opportunity for participants to engage in discussion and ask questions.

b. Providing Information about Domestic Violence.

(1) Domestic Violence Fatality Review. Contractor shall:

- (a) Record and analyze data from all domestic violence related deaths that have occurred in the State of Washington, including tribal lands. Data shall be entered into the Contractor's data collection system for this project. The Judicial Information System (JIS) shall be used in order to collect, record and analyze data on domestic violence related deaths in the State of Washington, or which may be reflected in the JIS database.
- (b) Update, clean and cross-check, and disseminate fatality data. Updated fatality data shall be posted two (2) times per year on the Contractor's website organized by county, in a format that can be downloaded by website visitors. Updated data on fatalities shall be posted on the website by December 31, 2024 and June 30, 2025.
- (c) A list of domestic violence fatalities shall be distributed to DSHS contracted CBDVPs and the DSHS Program Manager by September 30, 2024.
- (d) Conduct needs assessment for fatality review on-going support to CBDVPs and statewide impact and provide to DSHS Program Manager by March 31, 2025.

(2) WSCADV Website. Contractor shall conduct ongoing website maintenance including identification and repair of broken links and ensuring content is relevant and updated.

(3) Building Dignity Website. Contractor shall implement updates to the Building Dignity website to modernize and stabilize the site and make updates to the content in keeping with current best practice recommendations by June 30, 2025.

### 3. State and Coalition Partnership.

- a. DV Services Planning Meetings. Contractor shall meet with DSHS Program Manager for discussion and planning throughout the contract period of performance to identify emerging trends and needs of the DV services field. Planning meetings shall also contribute to the maintenance of and updates to the DSHS Domestic Violence State Plan. Contractor shall submit proposed future training and technical assistance efforts that are responsive to the identified needs and trends by February 28, 2025, and shall finalize proposed SFY26 scope of work by May 31, 2025.
- b. Contract Update Meetings. Participate in at least two meetings with the DSHS program manager to review the status of Contract activities. The first meeting must be held by October 31, 2024, and another meeting must be held by April 30, 2025
- c. Contract Performance Reports. The Contractor shall submit quarterly performance reports to DSHS for all activities required in the contract's Statement of Work, unless another or

### **Special Terms and Conditions**

additional date is required in the Deliverables section of Exhibit A. The quarterly performance report shall be due on or before the 15th day of the month following the end of each quarter and describe the Contractor's progress in meeting each of the terms identified in its Statement of Work, including the status of deliverables. Contractor shall maintain documentation and records that support the data reported on the quarterly performance and financial report.

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## Special Terms and Conditions

### EXHIBIT B

## PROGRAM REQUIREMENTS

### Supporting Programs, Informing the Public, Visionary Work

#### ORGANIZATION OF PROGRAM REQUIREMENTS

1. Qualifications
2. Criminal History Background Check
3. Mandated Reporting of Child Abuse or Neglect
4. Child Passenger Restraint Requirements
5. Interpretation and Translation Services
6. Reporting and Record-Keeping
7. Training Requirements
8. Outcome Measures
9. Attribution for Written Materials and Events
10. Reduction for Low Service Rates
11. Cost Allocation
12. Administrative Records
13. Personnel Records
14. Written Policies and Procedures

The Contractor shall ensure that all qualifications, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

#### **1. Qualifications**

Pursuant to RCW 70.123 and 43.235.020(1) the Contractor shall have, and maintain, staff (paid and volunteers), and subcontractors who have expertise in the field of domestic violence, including staff with policy and education experience.

#### **2. Criminal History Background Check**

The Contractor shall initiate a criminal history background check independently or through DSHS pursuant to RCW 43.43.832, 43.43.834, and 43.20A.710, or successor statutes for all current employees, volunteers, subcontractors and other persons who may have unsupervised access to children, developmentally disabled persons, or vulnerable adults. Such persons shall not have unsupervised access to children, developmentally disabled persons, or vulnerable adults until a satisfactory background check is completed and documentation qualifying the individual for unsupervised access is returned to the Contractor.

## Special Terms and Conditions

### 3. Mandated Reporting of Child Abuse or Neglect

- a. The Contractor shall ensure that all current staff who are mandated reporters or who have unsupervised access to children read and/or view the materials in the Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time Contract and annually thereafter; and that all newly hired staff who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and/or viewing the materials, staff shall sign and date a statement acknowledging their duty to report child abuse or neglect and affirming that they understand when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in the staff personnel file.
- b. The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at <https://www.dcyf.wa.gov/safety/mandated-reporter>.

### 4. Child Passenger Restraint Requirements

- a. The Contractor shall at all times comply, and shall ensure that all employees, volunteers and subcontractors at all times comply, with the child passenger restraint requirements of RCW 46.61.687, effective July 1, 2002, when transporting children or providing transportation to children served under this Contract.
- b. Current child passenger restraint requirements may also be accessed on the Washington State Traffic Safety Commission's child safety website at <http://www.800bucklup.org/>.

### 5. Interpretation and Translation

- a. The Contractor shall provide Limited English Proficient (LEP) participants with certified or otherwise qualified interpreters. The Contractor may use a non-certified interpreter when a certified interpreter is not available, provided that the interpreter is qualified to act as an interpreter for the specific participant, and the interpreter does not represent a real or perceived conflict of interest. Family members of the participant shall not be used as interpreters.
- b. The Contractor shall provide Deaf, Deaf-Blind, or hard of hearing participants with the services of certified or otherwise qualified interpreters. The Contractor may use a non-certified interpreter when a certified interpreter is not available, provided that the interpreter is qualified to act as an interpreter for the specific participant, and the interpreter does not represent a real or perceived conflict of interest. Family members of the participant shall not be used as interpreters.
- c. Interpretation and translation services shall be provided at no cost to the participant. All interpretation and translation costs shall be the financial responsibility of the Contractor. Interpretation and translation expenses incurred in connection with performing activities and deliverables under this Contract are eligible expenses and may be invoiced.

### 6. Reporting and Record-Keeping

- a. The Contractor shall submit quarterly performance reports to DSHS for all activities required in Exhibit A – Statement of Work, unless another or additional date is required in the Deliverables section of Exhibit A. The quarterly performance report shall be due on or before the 15<sup>th</sup> day of the month following the end of each quarter and describe the Contractor's progress in meeting each of the terms identified in its Statement of Work, including the status of deliverables. Contractor shall maintain documentation and records that support the data reported on the quarterly performance and financial report.

## Special Terms and Conditions

- b. Contractor shall maintain books, records, documents and other evidence that sufficiently and properly reflect all direct costs expended in the performance of this Contract. These records shall be subject to inspection, review or audit by DSHS, other personnel duly authorized by DSHS, the Office of the State Auditor. Contractor shall retain all books, records, documents, and other material relevant to this Contract for six (6) years after expiration, and DSHS, the Office of the State Auditor, and any persons duly authorized by DSHS shall have full access and the right to examine any of these materials during this period.
- c. Contractor shall provide copies of the following to the DSHS Contact name listed on page one of this Contract: training event announcements; meeting notices; written materials developed for this Contract; training/meeting agenda and sign-in or registration sheets; analysis of activity/event participant evaluations; outcome measure targets as described in Exhibit B; bulletins; and any other printed materials produced as a result of this Contract but not referenced in this section.

### 7. Training Requirements

The following requirements apply to all live training events (including initiatives, networks, and webinars) described in Exhibit A, Statement of Work:

- a. Registration materials shall be distributed a minimum of forty-five (45) days in advance of each event to, at a minimum, DSHS contracted CBDVPs and the DSHS Program Manager.
- b. Priority for participation shall be given to DSHS contracted CBDVPs.
- c. Contractor shall identify and recruit faculty that has the skills, knowledge, and teaching ability to provide the training content.
- d. Venues shall be selected that are geographically located so as to offer the greatest participation throughout the State of Washington.
- e. With the exception of the annual conference, DSHS shall receive a maximum of two (2) complementary registrations for each in-person training event. DSHS shall receive a maximum of four (4) complementary registrations for the annual conference.
- f. Contractor shall provide a minimum of one (1) free registration for all in-person training events to DSHS contracted CBDVPs. Registration fees for all in-person training events must be affordable and applied toward the cost of the training event.
- g. An evaluation shall be provided that allows participants of live training events (including, but not limited to, in-person, interactive webinars, outreach events, and management/leadership activities) to provide feedback and comment on the event/activity. The evaluation shall contain the relevant outcome measure questions as described in Exhibit B. An analysis of participants' responses shall be included in the quarterly performance report required by this Contract.
- h. On-line self-study training modules developed pursuant to this Contract shall include an evaluation that allows participants to provide feedback and comment on the module. The evaluation shall contain the relevant outcome measure questions as described in Exhibit B. Participants' responses to the self-study training modules shall be provided upon request of the DSHS Program Manager.

### 8. Outcome Measures

- a. Outcome Measure Questions. Contractor shall collect and report responses to the following outcome measure questions in its quarterly performance report.



## Special Terms and Conditions

Outcome		Measured By
O-1	Participants of live and on-line self-study training, and outreach events receive information that is relevant or useful in their day-to-day work.	75% of participants responding on event evaluation reports that they “definitely” or “mostly” receive relevant or useful information from live and on-line self-study training, and outreach events.
O-2	Participants in management/leadership initiatives receive information that is relevant or useful in their day-to-day work.	75% of participants responding on event evaluation reports that they “definitely” or “mostly” receive relevant or useful information from management/leadership initiatives.

- b. Contractor shall ensure that its evaluations for participants in the above activities include the measurement question(s) described above.

### 9. Attribution for Written Materials and Events

- a. Any publication or other written materials (written, visual, sound, electronic), and events or other activities which originate from this Contract shall contain the following, or substantially similar, statement:
- b. “This [document/project/event] was supported by funding from the Washington State Department of Social and Health Services, Economic Services Administration. The points of view presented in this [document/project/event] are those of the [author/presenter] and do not necessarily represent the official position or policies of the Washington State Department of Social and Health Services.”

### 10. Reduction for Low Service Rates

DSHS can approve payment only for those services and activities provided in accordance with the Contract and during the Contract period. In the event the Contractor does not meet the service rates and activities described in this Contract, DSHS shall have the right to withhold payment on the Contractor’s final invoice, and/or recoup any overpayment, until a satisfactory reduction in the total Contract amount is successfully negotiated between the parties.

### 11. Cost Allocation

The Contractor shall maintain a current cost allocation plan. This plan must clearly and completely describe the methodology used to determine what portion of each shared cost will be billed to each funding source being billed for such costs.

### 12. Administrative Records

In addition to any other provisions of this Contract governing maintenance of records, the Contractor shall retain the following administrative records:

- a. Documentation that funds received under this Contract were used only for the purposes, services, and activities allowed by the Contract. Funds received under this Contract shall be clearly distinguished and accounted for distinct from other contracts, grants, or other funding sources.
- b. Fiscal records that substantiate all costs charged to DSHS under this Contract. Contractor shall maintain appropriate accounting and auditing procedures to ensure proper documentation, fiscal

## Special Terms and Conditions

control, proper management, and efficient disbursement of Contract funds, and in accordance with applicable provisions of OMB Uniform Guidance.

- c. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and action taken.
- d. Copies of all subcontracts or other agreements for subcontracted services and the provider's qualifications for the service to be performed.
- e. Copy of the Certificate of Insurance for each subcontractor, if required.
- f. Contractor shall also retain (and not provide to DSHS) the following protected group data: a list of current staff by position (not names) that includes date of birth, gender, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
- g. When collecting protected group data the Contractor shall inform staff that:
  - (1) Furnishing the information is entirely voluntary; and
  - (2) The refusal to furnish the data shall not have adverse effects on staff.

### 13. Personnel Records

Contractor shall maintain a personnel record(s) for each staff that includes at least the following:

- a. Application for employment or resume.
- b. Criminal history background check verification, when necessary.
- c. Current job description.
- d. For staff, volunteers, and subcontractors who are mandated reporters or who have unsupervised access to children, developmentally disabled persons, or vulnerable adults, a signed and dated statement acknowledging their duty to report child abuse/neglect.

### 14. Written Policies and Procedures

In addition to any other provisions of this Contract governing maintenance of records, the Contractor shall have written policies and procedures that include the following:

- a. Nondiscrimination relating to staff, and provision of contracted services.
- b. Job descriptions for all staff positions.
- c. Records retention.
- d. Appropriate accounting procedures.
- e. Personnel policies and procedures.

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**EXHIBIT C**

**BUDGET FY 25  
July 2024 – June 2025**

The following are the approved personnel, supplies, contracted services, training and travel, and operating costs necessary to implement the contracted activities specified in Exhibit A Statement of Work. Invoices for expenses incurred shall include description and documentation to DSHS' satisfaction of the work performed, activities accomplished, and completion of deliverables in accordance with Special Terms and Conditions, 9. Billing and Payment. Quarterly performance reports shall be submitted in accordance with Program Requirements, Exhibit B, Reporting and Record-Keeping. Contractor shall meet at least twice with DSHS program manager to report on contract activities and completion of deliverables in accordance with Exhibit A, Statement of Work.

PERSONNEL				
Position	Computation (annual salary and percentage of time/FTE charged to DSHS over 12 months)			Cost
Tara Blacker, Accountant	\$ 69,750	x	0.27	\$ 18,833
Emily Stone, Policy Director	\$ 101,750	x	0.05	\$ 5,088
Deadria Boyland, Managing Director	\$ 107,250	x	0.75	\$ 80,438
Judy Chen, Executive Director	\$ 125,750	x	0.30	\$ 37,725
Jake Fawcett, Program Coordinator	\$ 85,250	x	0.75	\$ 63,938
Amanda Gering, Finance & Operations Director	\$ 99,750	x	0.50	\$ 49,875
Ward Urion, Program Director	\$ 88,750	x	0.20	\$ 17,750
Leigh Hofheimer, Program Strategist	\$ 95,500	x	0.20	\$ 19,100
Sarah Kendall, Program Coordinator	\$ 75,750	x	0.15	\$ 11,363
Blanca McCreary, Program Coordinator	\$ 70,250	x	0.25	\$ 17,563
To be hired, Prevention Coordinator	\$ 62,000	x	0.02	\$ 1,240
To be hired, Policy & Admin Specialist	\$ 60,750	X	0.20	\$ 12,150
Elizabeth Montoya, Communications Coordinator	\$ 61,000	x	0.35	\$ 21,350
Veralyn Evans, Accounting Assistant	\$ 66,250	x	0.30	\$ 19,875
Nan Stoops, Strategist	\$ 104,500	x	0.08	\$ 8,360
To be hired, Admin and Tech Specialist	\$ 67,750	x	0.40	\$ 27,100
Pam Ehrbar, Events Specialist	\$ 64,000	x	0.50	\$ 32,000
Kevin Lee, Program Coordinator	\$ 65,750	x	0.02	\$ 1,315
Kainoa Patterson, Executive Assistant	\$ 64,750	x	0.40	\$ 25,900
<b>TOTAL SALARIES</b>				<b>\$ 491,420</b>
<b>TOTAL FTE</b>				<b>6.02</b>

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FRINGE BENEFITS		
Fringe Benefits	26.46% x \$491,420 salaries	<b>\$ 130,030</b>

CONTRACTED SERVICES		
Item	Computation	Cost
Trainers and consultant fees	34 consulting days x \$550/day avg	\$ 18,700
Annual conference trainer fees	\$1,300 x 4 plenaries = \$5,200 \$300 x 25 workshop presenters = \$7,500	\$ 12,700
<b>TOTAL CONTRACTUAL</b>		<b>\$ 31,400</b>

SUPPLIES		
Item	Computation	Cost
General office supplies	\$50/month x 12 months (allocable share charged to HHS)	\$ 600
Event-specific supplies (e.g. conference supplies, other training materials)	actual (estimated)	\$ 5,164
Software subscription services (e.g., Zoom service for webinars, SendGrid platform for publicity emails)	\$900/mo x 12 months (allocable share charged to DSHS)	\$ 10,800
Conference scheduling platform	actual (estimated)	\$ 800
Event/deliverable-specific postage	actual (estimated)	\$ 600
Fatality review news clippings	actual (estimated)	\$ 2,748
<b>TOTAL SUPPLIES</b>		<b>\$ 20,712</b>

TRAINING AND TRAVEL		
Item	Computation	Cost
Annual conference - venue rental & AV	actual (estimated)	\$ 18,000
Annual conference - ASL and spoken language interpreters	10 interpreters x \$100/hour x 14 hours	\$ 14,000
Annual conference - meals	325 attendees x \$2/each coffee & snacks + \$15/each x 2 days lunches	\$ 11,050
Annual conference - lodging	per diem \$105/night + 10% tax x 3 nights x 26 staff/trainers/interpreters	\$ 10,593
Annual conference - mileage	25 cars x 275 mi x \$.67; staff/trainers/interpreters	\$ 4,606

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Annual conference - meals not provided at conference	20 staff/trainers/interpreters x \$54 (1 dinner, breakfast & lunch)	\$ 1,080
Annual conference - printing	actual (estimated)	\$ 1,000
Trainings/Meetings - venue rental	6 days x \$500/day	\$ 3,000
Trainings/Meetings - lunches & morning coffee	10 days x \$20/day x 20 ppl/day avg	\$ 4,000
Trainings/Meetings - staff travel	500 miles/mo x 12 mos x .67/mile + lodging \$107/night + 10% tax x 15 nights + per diem \$54 meals x 15 days	\$ 6,595
ASL and spoken language interpretation	\$100/hour x 4 interpreters x 16 training days x average 3 hours/day	\$ 19,200
<b>TOTAL TRAINING AND TRAVEL</b>		<b>\$ 93,124</b>

OPERATING COSTS		
Item	Computation	Cost
Occupancy	Rent: 6.15 FTE x \$3,818/FTE	\$ 19,336
Other office expenses (equipment lease/maintenance, phone, internet, computer support, janitorial, insurance, audit, accounting and temp administrative support)	6.02 FTE x \$4,078/FTE	\$ 24,418
<b>TOTAL</b>		<b>\$ 43,886</b>

<b>TOTAL BUDGET</b>	<b>\$ 810,572</b>
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