



CLIENT SERVICE CONTRACT

Basic Food Employment & Training (BFET)

DSHS Contract Number:
 Click here to enter text.
 Resulting From Solicitation Number:
 Click here to enter text.

Program Contract Number:
 Click here to enter text.
 Contractor Contract Number:

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA) Click here to enter text.	
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) Click here to enter text.	DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX Click here to enter text.	CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Click here to enter text.	DSHS DIVISION Click here to enter text.	DSHS CONTRACT CODE Click here to enter text.	
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.		CFDA NUMBER(S) Click here to enter text.	
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.	CONTRACT MAXIMUM AMOUNT Click here to enter text.	
<p>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</p> <p>Exhibits (specify):</p> <ul style="list-style-type: none"> Exhibit A – Data Security Requirements Exhibit B – Statement of Work Exhibit C – Budget Exhibit D – Performance Standards Exhibit E - BFET Data Share Agreement 			
<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 Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Click here to enter text.		PRINTED NAME AND TITLE Sandra Daniels, Contracts Officer DSHS/ESA-Community Services Division	DATE SIGNED

DSHS General Terms and Conditions

Additional General Terms and Conditions – Client Service Contracts:

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. **“Basic Education”** means education provided to individuals with instruction and training to raise overall employability. GED, high school equivalency, a certificate, degree or industry-recognized credential may or may not be an outcome. This also includes English as a Second Language (ESL) instructions. ESL proficiency levels range from Level 1 (the lowest proficiency level) to Level 6 (the highest proficiency level). Each proficiency level tests a student’s ability in four literacy skills – listening, reading, speaking and writing.
 - b. **“BFET”** means Basic Food Employment and Training, a federal program through the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Assistance Program (SNAP).
 - c. **“BFET Provider Handbook”** is the handbook published on the BFET website (<https://www.dshs.wa.gov/node/24834>) containing guidelines regarding barrier reduction as well as employment processes that providers (the Contractor) shall follow. The Provider Handbook is updated periodically, and is incorporated into this Contract by reference.
 - d. **“BFET Website”** means a public website owned and operated by DSHS, which contains general BFET information for the public and specific information for BFET contracted providers, including the Provider Handbook.
 - e. **“Co-Enrollment”** means participants receiving unduplicated services from more than one (1) employment & training programs or partners.
 - f. **“Completion”** means the attainment by a BFET participant through the completion of an Individual Employment Plan and/or BFET activity in the following:
 - (1) A certificate or similar acknowledgement (including completion of a series of course credits) that indicates goal achievement.
 - (2) The attainment of established goals in a BFET participants Individual Employment Plan.
 - (3) A participant leaving the BFET program due to employment.
 - g. **“Confidential Information, Fraud and Abuse Form”** means the DSHS Form 03-374E Confidentiality, Fraud and Abuse signed by Contractor’s staff giving staff permission to access to confidential and personal information from DSHS as it relates to contracted services.
 - h. **“Contract Monitoring”** or **“Monitoring”** means a regular process of evaluating a Contractor’s performance based on measurable service deliverables and verifying compliance with the terms and conditions in the contract.
 - i. **“Control Group”** means all clients who have agreed to participate in the pilot and were randomly assigned from RISE to stand-alone BFET services for the purpose of research conducted by Mathematica and subcontracted agencies. There will be an indicator in eJAS for individuals assigned to the control group.
 - j. **“DSHS Consent Form”** means the current DSHS 14-012(X) Consent Form signed by the participant giving the Contractor and DSHS permission to share participant’s personal information as it relates to contracted services.

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- k. **“DSHS Contact”** means the DSHS Contact listed on page 1 of this Contract and/or their designee.
- l. **“EJAS”, “E-Jas” or “eJAS”** refers to the Electronic Jobs Automated System, a web-based client data/information system used by DSHS and contractors for tracking clients in various employment and training programs.
- m. **“Eligible Individual”** means an individual, sixteen (16) years of age or older, who is able and willing to work, receives Supplemental Nutrition Assistance program (SNAP) benefits from DSHS, or a nineteen (19) and twenty (20) years of age who does not receive Temporary Assistance for Needy Families (TANF) benefits or State Family Assistance (SFA) and not head of household are also eligible. Individuals who are homeless, veterans, non-custodial parent (NCP), limited English proficiency (LEP), or long-term unemployed (unemployed for twelve consecutive months or more) and meet the barrier requirements.
- n. **“Enrollment”** means commencing services to meet goals and outcomes (including job search and training) established through the Individual Employment Plan.
- o. **“Entered Employment”** means beginning unsubsidized employment by a BFET participant.
- p. **“ESA”** means Economic Services Administration, which is a Washington State Administration under the Department of Social and Health Services (DSHS).
- q. **“FNS”** means Food and Nutrition Service, an agency of United States Department of Agriculture (USDA).
- r. **“Indirect Cost Rate”** means a rate negotiated and approved by a federal or state government agency (the cognizant agency) with the Contractor or an election of up to ten percent (10%) de minimis.
- s. **“Interpreter”** means a person who speaks English and another language fluently or fluently signs American Sign Language. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively.
- t. **“Individual Employment Plan”** means a written plan completed by the Contractor and the participant in which strategic, incremental steps are identified to achieve an identified employment goal realistic to the strengths, interests, assets, family obligations and barriers for that individual. The Contractor should consider Labor Market information when creating an Individual Employment Plan (IEP). BFET contractors shall update IEPs annually and/or when a component or activity changes.
- u. **“Job Search”** means assistance provided to participants to secure employment. This may include access to job listings, email, fax, telephone or assistance in preparing applications and resumes for specific jobs. It may also include securing documents such as copies of professional licenses or certifications or identification documents needed to secure and maintain employment.

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- v. **“Job Search Training”** means education and training to enhance participant job readiness by teaching job seeking techniques, increasing job search motivation and boosting self-confidence. It may include education in career goal setting, interviewing skills, resume writing and soft skills needed to obtain employment and meet employers’ expectations.
- w. **Life Skills / Strategies for Success** means a training that increases adaptive abilities and positive behavior that enable individuals to deal effectively with the demands and challenges of everyday life.
- x. **“Mathematica Policy Research”** or **“MPR”** means the data collection agency contracted with FNS to create random assignments of clients to either to the RISE treatment group or BFET control group and to collect other pilot related data.
- y. **“Participant”** means an eligible individual enrolled in an active component within the eJAS database and congruently receiving allowable BFET services from the Contractor.
- z. **“Participant Reimbursement”** means goods and purchased services (support services) necessary for a participant to successfully engage in or complete a BFET activity.
- aa. **“Randomization”** or **“Random Assignment”** is a method for assigning participants to different groups by a chance procedure or an arbitrary number generator.
- bb. **“Retention Services”** or **“Job Retention”** means post-employment support and work progression services.
- cc. **“RISE”** means Resources to Initiate Successful Employment, a federal program through the USDA FNS SNAP that provides Comprehensive Case Management (CCM), Work-Based Learning (WBL), and Strategies for Success (SFS) activities.
- dd. **“SFA”** means State Family Assistance program that provides state funded cash assistance to low income families that do not qualify for TANF.
- ee. **“SNAP”** means the Supplemental Nutrition Assistance Program administered by the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS). Also known as the Basic Food Program in the State of Washington.
- ff. **“TANF”** means Temporary Assistance to Needy Families, a federally funded program that provides cash assistance to low income families that include at least one (1) child under the age of nineteen (19).
- gg. **“Three (3) year Embargo”** means three years from the time a participant was randomized into the BFET control group, during which time they cannot receive RISE like services. RISE like services include, comprehensive case management, work based learning and strategies for success training.
- hh. **“Translator”** means a person who translates written communications from one language to another language.
- ii. **“Vendor”** means a third party who provides a service to the Contractor necessary for the Contractor to perform the services under this Contract: **Same as Subcontractor**
- jj. **“Vendor Overpayment Notice”** means a written or electronic communication that notifies a

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Contractor of an overpayment from DSHS.

kk. **“Vocational Education”** or **“Vocational Skills Training”** means instruction or education that leads to a certificate; degree or industry recognized credential for an occupational field.

ll. **“Written Notice”** means a letter or memorandum on paper or a message sent electronically (e-mail). DSHS has discretion over which medium is used.

2. **Purpose:** The purpose of this Contract is to provide participants with BFET services that enhance their employability and reduce their reliance on public benefits – specifically SNAP benefits.

Statement of Work: The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work as described in the attached Exhibit B - Statement of Work.

3. **Child Abuse, Health, and Safety Concerns:** In the delivery of services under this Contract, the BFET participant’s health and safety shall always be the first concern of the Contractor. The Contractor shall immediately report any instance of suspected abuse to children and vulnerable individuals by calling **1-866-END HARM** (1-866-363-4276).

4. **Fraud Reporting:** The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-line at www.dshs.wa.gov/sesa/fraud-and-accountability.

5. **Billing and Payment:**

a. Invoice System

- (1) The Contractor’s invoice to DSHS is for repayment of monies already spent providing services outlined in this Contract.

DSHS may require additional documentation to verify the Contractor dispersed funds prior to invoice request.

- (2) The Contractor can invoice at month end or quarter end. Once established, the Contractor must retain the invoicing schedule for the duration of the Contract. The invoice schedule carries over from the previous BFET contract by default. The Contractor must notify the contract contact of a change in the invoicing schedule within thirty - (30) days from the start of the Contract. If there is no previous BFET contract, the default is monthly invoicing.

- (3) If Contractor is using an indirect rate approved by the federal government, the Contractor will provide a copy of the approval letter covering the contract period, to DSHS. DSHS may deny the indirect rate without a copy of the approval letter.

If 501(c)3 Contractor elects ten percent (10%) de minimis, the Contractor budget will show this election. A letter is not required from the federal government for the use of up to ten percent (10%) de Minimis.

- (4) The Contractor is required to use the A19-1A Invoice Voucher, provided by DSHS, to submit invoices for payment during the contract period. For the invoice to be complete, the following items must accompany the A19-1A:

If agency is billing for Participant Reimbursements (PR), the BFET Participant Reimbursement

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tracking log tab of the A19 should be completed. Participant Reimbursement can be invoiced in a later month than the month the participant received the PR, as long as the provider documents the month of service on the PR tracking log.

- (a) If no participants received services in the invoiced month, the Contractor will provide a detailed explanation of what billable actions occurred to support the BFET Program, i.e., outreach activities, staff hiring and training, event that caused a disruption in services.
 - (b) A cost details page formatted by DSHS supporting the A19-1A;
 - (c) Match Certification Form per Section 6.b. below;
 - (d) A BFET Lease Calculation Tool; unless exception to the rule has been granted.
 - (e) If the A19-1A and reported participant reimbursement amounts do not match for invoiced month, Contractor must explain in detail actual cost incurred in order for payment approval.
 - i. The Contractor cannot invoice participant reimbursements until the participant has received the goods or services; i.e. bus pass, gas card, personal hygiene products, and tools.
 - ii. Participant reimbursements, not outlined on the BFET Provider Resources site in the BFET Participant Directory section (found at this link <https://www.dshs.wa.gov/node/24834>) require pre-approval from the DSHS contact before the Contractor can receive reimbursement.
 - (f) Upon DSHS request, other backup documentation to clarify or support the A19-1A.
- (5) The Contractor will submit invoices within sixty (60) days of the close of the billing period to receive funds in a timely manner. The Contractor will send all invoices via encrypted secure e-mail to DSHS Contact as directed by the Provider Handbook.
- (6) The final Invoice Voucher for payment, including all required reports and backup documentation, must be submitted within forty-five (45) days after the Contract End Date indicated on page 1 this Contract.
- (7) The expenses invoiced cannot be higher than those set forth in the attached Exhibit C - Budget.
- (8) Invoices must describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, and expenses incurred. An invoice returned by DSHS for clarification or additional information will not be considered properly submitted until it is accepted as complete by DSHS.
- (9) The Contractor shall notify the DSHS Contact within thirty (30) days of discovery or knowledge that the Contractor or any of the Contractor's sub-recipients, Subcontractors, or vendors has an actual or potential:
- (a) Payment error;
 - (b) Overpayment; and/or
 - (c) Act of fraud.

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b. Match Certification and Cost Sharing

- (1) The Contractor will submit a completed and signed Match Certification Form provided by DSHS with each invoice.
- (2) The Contractor will identify and detail each source on the Match Certification Form provided by DSHS to allow for tracking of match funds.
- (3) The Contractor will submit a separate Match Certifying Form to specify the match source if the number of match sources exceeds space allowed on a single form to report this information.
- (4) Federal matching funds made available to Contractors, Subcontractors or vendors to support BFET activities will be consistent with the descriptions in 7 CFR 273.7 and may not be used for:
 - (a) Supplanting other funds set aside to support BFET activities;
 - (b) Activities not related to BFET;
 - (c) Mortgages or leases with option to purchase buildings or facilities; and
 - (d) Activities that support other food or nutrition programs except to provide information to interested parties on the location of these services or programs.
- (5) Federal BFET funds partially fund BFET services. USDA FNS administers these reimbursable funds and requires that states incur expenditures in order to receive reimbursement under this award. As a Contractor, there must be actual expenditures recorded in the Contractors' records for the BFET program to review before the state pays any reimbursements.
- (6) Questionable match sources are subject to further verification by DSHS before paying the related invoice. DSHS may determine what is questionable, and request backup documentation to support verification that the match source exists and used in accordance with the terms of this Contract. Examples of potentially questionable match sources include, but are not limited to; cash, cash reserves, "individual donations," and "private donations." DSHS will process a reduced invoice if the Contractor cannot verify the match source, and/or prefers to reduce the invoice by excluding the amounts matched by the questionable source.

If an ongoing funding source declared at the beginning of this Contract period ends or becomes drastically reduced, the Contractor must notify the DSHS contact of this change.
- (7) Funds used as match cannot be used as match for another federal program.
- (8) The Contractor may use the federal 50/50 funds received by BFET providers from reimbursement of BFET expenditures. Categorized as "local" match in future, BFET invoices, this is known as "reutilized BFET funds." In order to reutilize BFET funds, the 50/50 funds must be received, on valid BFET costs, then invoiced through the normal invoicing process, and:
 - (a) If Contractor intends to use reutilized BFET funds at any time during the contract period, they must establish account(s) and track these funds from the first day of the contract period. Creating tracking for these funds does not create an obligation to use reutilized BFET funds.
 - (b) Only federal 50/50 funds may be used; no 100% federal BFET can be used as "reutilized

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BFET funds.”

- (c) If policies DSHS relied upon for reutilized BFET funds are withdrawn, limited or modified after the effective date of the contract, DSHS may terminate, suspend or change the allowance for reutilized BFET funds as a match source with prior written notice to Contractor. Should FNS make a change regarding reutilized BFET funding, DSHS is not liable.
- (9) The Contractor may not use in-kind contributions
- (10) Funds used as match must be:
- (a) Originated and traceable back to a non-federal source;
 - (b) Necessary and reasonable to accomplish the program goals; A cost is **REASONABLE** if, in its nature and amount, it does not exceed that which a prudent person would pay under the circumstances prevailing at the time the decision was made to incur this cost. **NECESSARY** costs are incurred to carry out essential functions, cannot be avoided without adversely affecting program operation, and do not duplicate existing efforts.
 - (c) Under the Contractor’s complete control, without restrictions requiring use for other purposes.
- c. The Contractor will consider payment timely if made by DSHS within forty-five (45) days after receipt and acceptance by DSHS of a properly completed invoice.
- (1) Payment shall be sent to the address designated by the Contractor on page 1 of this Contract.
 - (2) DSHS may, at its sole discretion, withhold or deny payment claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract. This includes but not limited to:
 - (a) Contractor performance (Exhibit D); or
 - (b) Invoicing process; or
 - (c) Policy compliance; or
 - (d) Procedure compliance
- d. Notice of Overpayment
- (1) 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 P O Box 9501, Olympia, WA 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;

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- (c) Include a statement as to why the Contractor thinks the notice is incorrect; and
- (d) Include a copy of the overpayment notice.
- (2) 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.
- (3) Failure to provide OFR with a written request for a hearing within twenty-eight (28) calendar 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 the overpayment. DSHS may collect the overpayment debt through lien, foreclosure, seizure and sale of the Contractor's property, order to withhold and deliver, or any other collection action available to DSHS to satisfy the overpayment debt.

6. Confidentiality and Nondisclosure:

The data to be shared under this Contract is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor, its employees, volunteers, Subcontractors and vendors.

a. Requirements for Data Access

(1) The Contractor shall:

- (a) Limit data access to their staff and the staff of their Subcontractors and vendors whose duties specifically require access to such data in the performance of their assigned duties.
- (b) Notify their staff and the staff of Subcontractors and vendors who will be given data access of the use and disclosure requirements prior to making the data available.
- (c) Ensure that every person with data access signs a Confidential Information Fraud and Abuse; DSHS form 03-374E, provided by DSHS to acknowledge the data access requirements prior to accessing the data.
- (d) Send PDF of a signed Confidential Information Fraud and Abuse, DSHS form 03-374E, for each eJAS user, new or returning to SWBFETPolicy@dshs.wa.gov.
- (e) Retain the original signed Confidential Information Fraud and Abuse, DSHS form 03-374E, on file.
- (f) Make the Confidential Information Fraud and Abuse, DSHS form 03-374E available to DSHS upon request.
- (g) Notify DSHS contact on page 1 of this Contract or designee within ten (10) working days in writing when contractor staff no longer needs access to secure information related to this contract.
- (h) The Confidential Information Fraud and Abuse, DSHS form 03-374E, must be signed at the beginning of the contract period.
- (i) Obtain the DSHS Consent Form, or its subsequent updates (or other consent form as

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approved by DSHS) signed by all participants to use and share information with DSHS. The Contractor shall maintain a copy of the Consent Form and provide it upon request.

(j) Prior to determining BFET eligibility, including verification through eJAS, Contractor shall obtain a valid Consent Form, its subsequent updates, or other consent form approved by DSHS, from all individuals who are subject to the verification process, even if he/she does not enroll in BFET.

(2) Violations of the Confidential Information provisions of this Contract may result in criminal or civil penalties. Violation is a gross misdemeanor under RCW 7A.04.060, punishable by imprisonment of not more than one (1) year and/or a fine not to exceed five-thousand (\$5,000) dollars.

(3) The Contractor staff, Subcontractors and vendors shall not re-disclose the data unless specifically authorized in this agreement by the prior written consent of DSHS.

b. Portable Devices or Media

(1) The Contractor shall obtain written approval from the Program Manager at SWBFETPOLICY@dshs.wa.gov prior to using portable devices or portable media for purposes related to providing services under this Contract.

(2) The use of portable devices or portable media is subject to requirements of **Exhibit A, Data Security Requirements**.

(3) The Contractor shall keep the following records regarding their use of portable devices or media, and provide DSHS with a copy of such records before using applicable portable devices or media:

(a) Type of portable devices or portable media used;

(b) Serial Numbers;

(c) Proof of encryption of DSHS Data; and

(d) Check-in and check-out system which identifies which of the Contractors staff is using the portable devices or media that contains DSHS Data.

(4) The Contractor shall have a process in place that will ensure that they on a weekly basis download all DSHS Data from portable device or portable media to a secure storage method as described in Exhibit A, Data Security Requirements. The Contractor shall keep a record of dates of the weekly storage download and the storage method.

(5) The Contractor shall report any lost or stolen portable devices or media to the DSHS contact within one (1) calendar day of discovery.

7. Consideration:

Total consideration payable to the Contractor for satisfactory performance of the work under this Contract is up to the maximum stated on page 1 of this Contract, including any and all expenses, and shall be paid based on the attached **Exhibit C - Budget**

a. Transfer of funds up to ten percent (10%) of the budget line item may be made without amending

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this Contract, but the Contractor will notify DSHS in writing (via e-mail to the contact listed on page 1 of this Contract) ten (10) calendar days prior to making a change to the budget line item(s).

- b. The budget line items will continue to be of the same funding source (i.e. 100% funds may not be moved to 50% matching funds) throughout the Contract.
- c. Participant Reimbursements funds may not be transferred to or from other administrative budget line items.
- d. Transfer of funds that exceeds ten percent (10%) of the budget line item shall require a written amendment to this Contract prior to the transfer of funds between budget line items.
- e. If one-hundred percent (100%) federal funds are used for staff fringe benefits, it can only reimburse fringe benefits for staff working directly in the BFET program. Staff family or dependents fringe benefits are not reimbursable even if the Contractor normally covers this cost for all staff members.
- f. The Maximum Amount in this Contract may be reduced in the middle of the Contract period if it appears the Contractor is not serving the amount of clients under the services as stated. Quarterly reports, employment data, monitoring and/or other data as appropriate will be used as factors in deciding any reduction of funds.

8. Program Training:

The Contractor shall ensure all appropriate employees, volunteers, Contractors, Subcontractors and vendors who provide services under this Contract attend BFET program training as requested by DSHS.

- a. Mandatory trainings must be completed and recorded within ninety (90) days of the contract start date or 30 days of the employee hire date.
- b. Mandatory training required by this contract, including but not limited to the following:
 - (1) Reporting suspected child or vulnerable adult abuse or neglect;
 - (2) Reporting welfare fraud;
 - (3) Title VI of the Civil Rights Act;
 - (4) BFET service delivery requirements as directed by the BFET Provider's Handbook; and
 - (5) Data Security as outlined in **Exhibit A**.
- c. The Contractor shall keep a copy of the training materials, a record, which contains the dates of the training and the names of the employees, volunteers, Subcontractors, and vendors who attended each training.
- d. Contractor shall send at least one (1) representative to attend the annual training forum and regularly scheduled provider meetings to receive program training and updates.

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9. Contractor Information:

- a. Within ten (10) business days, the Contractor shall provide to the DSHS Contact any information concerning the Contractor's change of circumstances.
- b. Changes in the Contractor's circumstances include but are not limited to:
 - (1) Business name;
 - (2) Contact information: address, telephone number, fax number, e-mail address;
 - (3) Location or practice; and/or
 - (4) Business license status or other events which would prevent them from continuing services as described in the Contract.
- c. No less than thirty (30) calendar days in advance, the Contractor shall provide notice to the DSHS Contact of the Contractor's decision to limit, suspend or withdraw their availability to perform services, including but not limited to retirement.

10. Contract Monitoring.

- a. The Contractor must participate at the request of DSHS in the following Contract monitoring activities:
 - (1) Monitoring at the locations where the Contractor provides contracted services;
 - (2) Telephone interviews with the Contractor;
 - (3) Participant interviews;
 - (4) Observation of services, training and/or workshops;
 - (5) If the Contractor uses subcontractors or vendors, the Contractor must submit a copy of the Contractor's monitoring plan to the DSHS Contact and results from any monitoring visits/evaluations within thirty (30) calendar days of the monitoring. The Contractor must monitor their subcontractors/vendors at least annually, with a method approved in writing by DSHS, and separately from any DSHS monitoring. If the DSHS Contact concludes that the Subcontractor is out of compliance of terms or service, DSHS reserves the right to monitor the Subcontractor and/or reduce/terminate the Contractor's Contract as appropriate.
 - (6) DSHS retains the option to monitor any subrecipient of BFET funds at any site where BFET services are provided to the same standard that DSHS would monitor the Contractor. DSHS shall coordinate any subrecipient monitoring with the Contractor, including providing the Contractor at least ten (10) days' notice before monitoring subrecipients. Any corrective action (CAP) plans will be coordinated with the Contractor, and resolution of issues will be the main responsibility of the Contractor. Upon non-compliance of any CAP, DSHS may withhold the Contractor's request to use the specific subrecipient, passing funds to the subrecipient, or reduce the Contractor's total budget by the amount allocated to the subrecipient, as appropriate.
- b. The Contractor must have appropriate staff present at monitoring visits conducted on site. These staff includes (at minimum) a fiscal manager and a program manager who is knowledgeable of

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BFET program activities.

- c. The Contractor must provide documents or verification of services provided under the Contract that DSHS (including CSD and DCS) will review, including, but not limited to:
 - (1) License and certification, if applicable;
 - (2) Confidentiality requirements in this contract, confidentiality policy and process;
 - (3) Compliance with Data sharing and Data Security process;
 - (4) Insurance;
 - (5) Individual participant files;
 - (6) Service documentation and verification;
 - (7) Billing processes;
 - (8) Subcontracting, if applicable; and
 - (9) Support Services records.
- d. Mandatory trainings required by this Contract, including but not limited to the following:
 - (1) Reporting suspected child or vulnerable adult abuse or neglect;
 - (2) Reporting welfare fraud;
 - (3) Title VI of the Civil Rights Act

11. Compliance with Corrective Action Plan.

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

12. Culturally Appropriate Services:

The Contractor shall provide all services under this Contract in a manner that is respectful and responsive to the DSHS client's culture.

13. Interpretation and Translation Services:

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS will reimburse the Contractor for the use of interpreter or translation services under allowable services in this Contract.

14. Dispute Resolution:

- a. Either party may submit a request for resolution of a contract dispute. Rates set by law, regulation,

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or DSHS policy are not disputable.

- b. The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties.
- c. A request for a dispute resolution shall include the Contractor's name, address, and contract number, and be mailed to the address listed below within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue in dispute. DSHS will respond to the dispute according to DSHS procedures in effect at the time the dispute is requested.

DSHS/Community Services Division
Attn: CSD Contracts Unit
P.O. Box 45470
Olympia, WA 98504-5470

15. Documentation:

Maintain documentation, physical and electronic, to substantiate services to participants and costs incurred in service delivery and make all documents available upon request at to DSHS, State and Federal auditors. Documents shall be retained for six (6) years after the contract ends. If there is a contract dispute then documents shall be retained until the final resolution of the dispute.

16. Duplication of Services:

The Contractor shall ensure that work to be performed under this Contract does not duplicate services the Contractor charges to the State of Washington under any other Contract or Agreement.

17. E-mail address

The Contractor shall provide to the DSHS Contact an e-mail address that may be used for communicating with DSHS.

18. Other Federal Requirements:

The Contractor shall comply with the following authority, incorporated by reference:

- a. 7 Code of Federal Regulations (Part 273.7 and 277);
- b. OMB (Office of Management and Budget) Super Circular;
- c. Uniform Guidance
- d. OMB Circulars A-11 and A-122, and A-133; and OMB Circular A-87

19. Performance Standards:

The Contractor shall perform to the standards set forth in Exhibit D - Performance Standards. Failure to achieve within fifteen percent (15%) of each performance standard for two (2) consecutive quarters (including the final quarter of the previous fiscal year) may result in DSHS amending this Contract maximum consideration to reflect the Contractor's level of performance.

20. Transportation:

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Transportation of clients is not a service required under this Contract. In the event the Contractor chooses to transport clients, it is without the authorization of the department, and solely at the risk of the Contractor.

21. Subcontracting:

In addition to the requirements outlined in General Terms and Conditions of this Contract entitled Subcontracting, the following apply:

- a. The Contractor shall submit all requests to subcontract to the DSHS Contact, along with the proposed Subcontractors' qualifications, contact information, a description of services to be provided and a copy of their drafted agreement with the subcontractor. All requests submitted to DSHS to subcontract will be subject to final written approval by DSHS prior to the Contractor entering into an agreement with a Subcontractor.
- b. The Contractor shall report any change in Subcontractors or their services to the DSHS Contact within five (5) business days.
- c. The Contractor shall follow the guidance in the Contract Monitoring section as it relates to Subcontractors.

EXHIBIT B - STATEMENT OF WORK

1. Contractor's Responsibilities

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. The Contractor must comply with all guidelines and procedures as described in the most recent BFET Provider's Handbook and its subsequent revisions. Handbooks are available on the BFET website (<https://www.dshs.wa.gov/node/24834>), during annual training events, upon request and as updates occur throughout the year.
- b. The Contractor shall conduct self-directed outreach and recruitment of eligible individuals, i.e., display marketing materials in selected DSHS facilities.
- c. The Contractor is responsible for marketing the services provided within the Contract and recruiting clients to any service provided within this Contract.
- d. The Contractor must use forms provided by DSHS to conduct services under this Contract. Contractor may request approval for alternative forms but cannot use those forms until DSHS gives written approval for their usage. Approval must be renewed every contract year. The Contractor must retain a copy of this approval for the duration of the contract period.
- e. The Contractor must enter all Participant Reimbursements (PR) information into the eJAS system under the Participant Reimbursement function, and complete the following:
 - i. Create a client note about the PR distribution.
 - ii. Add each client participant reimbursement onto the monthly BFET PR Roster
 - iii. Please note: Utilizing the monthly BFET PR Roster is required in order to be reimbursed for PR at time of invoicing.
- f. The Contractor shall develop a written Individual Employment Plan (IEP) with each participant specific to his/her identified interests and needs. The IEP shall be the result of assessing each individual's career goals, skills, abilities, family obligations and any other job-relatable assets and barriers and include incremental steps that will help participants overcome all identified career barriers while supporting the participant's strengths and goals. The IEP must list the BFET component activities the participant will participate in to progress toward these goals.
- g. The Contractor shall update and revise the IEP annually and/or when a component or activity changes or as the participant's circumstances change during the year.
- h. The Contractor shall engage the participant in various services to include, but not be limited to:
 - (1) Job Search Training;
 - (2) Job Search;
 - (3) Vocational Skills Training;
 - (4) Basic Education;
 - (5) Case Management in conjunction with other services;

EXHIBIT B - STATEMENT OF WORK

- (6) Life Skills
 - (7) Participant reimbursements per procedures in the Provider's Handbook and Participant Reimbursement Directory; and
 - (8) Job Retention Services.
- i. The Contractor shall work with Mathematica and its Subcontractors by:
- (1) Ensuring control group participants complete and sign the Mathematica informed consent that will be in place for six (6) years after enrollment;
 - (2) Working with independent evaluators using random assignment of participants into RISE and BFET treatment and control groups;
 - (3) Maintaining data on employment and outcomes, such as recruitment, enrollment, retention, completion, certification, job entry, employment, employment advancement, and earnings;
 - (4) Making all efforts to maintain integrity of data;
 - (5) Providing all necessary and required information needed as requested by DSHS to assist in Mathematica's cost benefit analysis; and
 - (6) Participating in requested data collection efforts through requested site visits from Mathematica or other Pilot related Staff.

EXHIBIT C - BUDGET

EXHIBIT D – PERFORMANCE STANDARDS

EXHIBIT E – BFET DATA SHARE AGREEMENT

1. Authority to Access Data.

The Contractor must gain written consent as stated in Special Term and Conditions (STC) 6.a.(1) of this Agreement, prior to accessing any client data through the eJAS system.

Data sharing is further supported by Code of Federal Regulations §273.7 which outlines the administration of the Employment & Training (E&T) program. This contractor is named as a provider in the Food and Nutrition Services approved E&T State Plan.

2. Data Sharing.

Federal and state laws and regulations protect the information disclosed. The Contractor and/or Contractor's staff/vendors/subcontractors/volunteers, herein called *users*, may not disclose, transfer, or sell any information to any other agency or person without specific written consent of DSHS. Unauthorized disclosure of information may be a gross misdemeanor, punishable by law. The Contractor is subject to the same standards and laws of confidentiality as is DSHS.

a. Description of Data.

DSHS shall give the Contractor users access to eJAS as specified below:

- (1) Electronic messages– Ability to read and write messages to DSHS staff.
- (2) Contractor Caseload Screen.
- (3) eJAS BFET Authorization – for BFET eligibility and ability to add clients to caseload.
- (4) Client demographics screen- Read only.
- (5) Client Notes screen – Ability to read existing notes and add new case notes. Will not be able to see notes marked as Confidential.
- (6) Participant Reimbursement Payment screen – Ability to view history, and add new participant reimbursement information.
- (7) Client component screens – Ability to view history, and open/close/extend components.
- (8) Client Employment Information screen – Ability to view history, and add new employment information.
- (9) E&T Report's page and CLMR – Ability to run reports for own contractor code only, historical information and existing cases.

b. Data Access or Transfer.

- (1) The method of sharing data for BFET clients is through users' Secure Access Washington (SAW) account to access eJAS.
- (2) DSHS will assign an individual contractor code to the Contractor. All users working under this Agreement must be assigned to this assigned code.

EXHIBIT E – BFET DATA SHARE AGREEMENT

- (3) Requirements of access.
 - (a) Internet access secured through the Fortress server (Secure Access Washington) using a unique sign in login ID and a complex password.
 - (b) Access to data shall be limited to users whose duties specifically require access to such Data in the performance of their assigned duties.
 - (c) Users must complete the requirements set forth in the Special Terms and Conditions term six (6) and eight (8) of this agreement, initially and every contract period after.
 - (d) Upon approval of access by DSHS, Contractor users will receive an email with instructions on how to obtain a Secure Access Washington (SAW) account, their eJAS username, and temporary password. Users will need to activate their SAW accounts and use the eJAS access code in order to be able to gain entree to the eJAS login screen.
- (4) Frequency of Exchange: as needed to support BFET participants in coordinating services.
- (5) DSHS reserves the right to revoke, at any time, a user's authorization to access information. DSHS shall send written notice of Termination of Access, effective no later than date of receipt to the effected individual.

3. Data Confidentiality.

All data within eJAS belongs to DSHS. The contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained due to this Data Share Agreement for any purpose that is not directly connected with the purpose and justification this Agreement set out in the Special Terms and Conditions, term two (2) except with the prior written consent of DSHS.

4. Breach or Incident Notification Requirements.

As provided in Exhibit A of this Agreement the compromise or potential compromise of Confidential Information must be reported to the DSHS contact on page one (1) of this agreement, and the Privacy Officer and Security Contacts (DSHS: dshsprivacyofficer@dshs.wa.gov; and ESA, Angel.Vasilev@dshs.wa.gov) within one (1) business day of discovery. The notifying party must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.