



**COUNTY PROGRAM AGREEMENT
Snohomish County
State Afghan Placement and
Assistance (SAPA)
Services and Support**

DSHS Agreement Number
2263-39512

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

County Agreement Number
1738-86629

DSHS ADMINISTRATION
Economic Services
Administration

DSHS DIVISION
Community Services Division

DSHS INDEX NUMBER
1065

DSHS CONTRACT CODE
3000CC-63

DSHS CONTACT NAME AND TITLE
Sarah Peterson
Office Chief

DSHS CONTACT ADDRESS
1700 E Cherry Street

Seattle, WA 98122

DSHS CONTACT TELEPHONE
(360)890-0691

DSHS CONTACT FAX
Click here to enter text.

DSHS CONTACT E-MAIL
petersk@dshs.wa.gov

COUNTY NAME
Snohomish County
Snohomish County, Human Services
Department

COUNTY ADDRESS
3000 Rockefeller Ave
Everett, WA 98201

COUNTY FEDERAL EMPLOYER IDENTIFICATION
NUMBER
17

COUNTY CONTACT NAME
Mike Fulcher

COUNTY CONTACT TELEPHONE
(425) 388-7400

COUNTY CONTACT FAX
(425) 388-7405

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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM
AGREEMENT?
Yes

CFDA NUMBERS
93.566

PROGRAM AGREEMENT START DATE
01/31/2022

PROGRAM AGREEMENT END DATE
06/30/2022

MAXIMUM PROGRAM AGREEMENT AMOUNT
\$2,025,000.00

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this County Program Agreement by reference:

- Exhibits (specify): Exhibit A - Data Security Requirements ; Exhibit B - SAPA Stament of Work; Exhibit C-
SUMMARY OF SNOHOMISH COUNTY SAPA SERVICES AND TIMELINE
 No Exhibits.

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)
Lacey Harper,
Executive Director

DATE(S) SIGNED
1/31/22

DSHS SIGNATURE

PRINTED NAME AND TITLE
Sandra Daniels, Contracts Officer
DSHS/ESA-Community Services Division

DATE SIGNED
1/31/2022

Special Terms and Conditions

1. Definitions

- a. **“Afghan Humanitarian Parole”** means certain Afghan individuals granted humanitarian parole by the U.S. Department of Homeland Security, in response to the need for rapid evacuation and relocation under Operation Allies Refuge/Operation Allies Welcome. Afghan humanitarian parolees paroled into the U.S. between July 31, 2021, through September 30, 2022, and are eligible to apply for mainstream benefits, resettlement assistance, and other benefits available to refugees, until March 31, 2022, or the end of their parole term, whichever is later. Spouses or children of these individuals paroled into the U.S. after September 30, 2022, are also eligible to apply for these benefits. Parole is not a permanent immigration status and must take additional steps to ensure they remain legally present in the U.S. after their authorized period of parole has ended.
- b. **“Agreement”** means this Agreement, including all documents attached or incorporated by reference, and is interchangeable with “Contract”.
- c. **“Business day”** means any day Monday through Friday, excluding state or federal holidays.
- d. **“Calendar day”** means every day on the calendar, Monday through Sunday including state and federal holidays.
- e. **“CFR”** means Code of Federation Regulations. All references in this Contract to the CFR shall include any successor, amended, or replacement regulation.
- f. **“Client”** means an individual that is eligible for or receiving services provided by the Contractor in connection with this Contract and is interchangeable with “Participant”.
- g. **“Contract”** means this Contract, including all documents attached or incorporated by reference, and is interchangeable with “Agreement”.
- h. **“COVID-19”** means the Coronavirus disease 2019 caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-3). The outbreak was first identified in December 2019.
- i. **“Data”** means any Personal Information, and/or other information accessed and gained while providing services in accordance with this Contract.
- j. **“DOH”** means the Washington State Department of Health.
- k. **“DSHS”** means the Washington State Department of Social & Health Services.
- l. **“ESA”** means Economic Services Administration, Community Services Division, Office of Refugee & Immigrant Assistance.
- m. **“Family”** means immediate members of an individual’s household, including parent(s) or spouse(s) and children.
- n. **“HIPAA”** means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- o. **“Housing”** means the location providing temporary short-term housing for SAPA participants.
- p. **“Immigration documents”** means copies of participant’s I-94 Entry document, I-551 Permanent Resident Card, and/or Transportation letter.
- q. **“Integration”** means a process through which refugees and members of their communities communicate effectively, work together and enrich each other. Through integration,

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refugees will develop an increased feeling of security, greater sense of belonging and enhanced their abilities to access and use local resources and programs.

- r. **“ORIA”** means the DSHS Office of Refugee and Immigrant Assistance within the Community Services Division.
- s. **“ORR”** means the federal Office of Refugee Resettlement located within the Administration for Children and Families, Department of Health and Human Services that administers the national refugee program.
- t. **“Participant”** mean the Afghan individuals or families assured through the State Afghan Placement and Assistance Program (SAPA) that is eligible for SAPA services under this Contract, and is interchangeable with “Client”.
- u. **“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, diver license numbers, other identifying numbers, and any financial identifiers.
- v. **“RCW”** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement status. Pertinent RCA chapters can be accessed at <http://slc.leg.wa.gov/>.
- w. **“Refugee”** means a person who is unable to return to his/her home country because of race, religion, nationality, membership in a particular social group, or political opinion. For purposes of this Contract, the term “refugee” refers to individuals with any of the following immigration statuses and their eligible family members as defined by federal law:
 - Afghan Humanitarian Parole
 - SI/SQ Conditional Permanent Residents
- x. **“Regulation”** means any federal, state, or local regulation, rule or ordinance.
- y. **“Release of Information Form”** means a form signed by the Participant giving the Contractor and DSHS permission to share Participant’s personal information as it relates to contracted services.
- z. **“Remote Visit”** means conducting a home visit utilizing alternatives to in-person meetings such as phone calls, emails, and platforms such as Skype, WhatsApp, Zoom, etc.
- aa. **“SAPA”** means the State Afghan Placement and Assistance program. To expand the national capacity to resettle Afghan evacuees in local communities, the federal ORR invites states to submit an addendum to their State Plan to include a state-administered program responsible to welcome and receive Afghan arrivals and provide services parallel to those provided by the resettlement agencies.
- bb. **“Snohomish Partners”** means the partnership between Snohomish County Human Services Department and its subcontractors and subsequent sub-subcontractors, other local government offices and business associate entities who are working together to serve Afghan individuals and families through the SAPA program in Snohomish County.
- cc. **“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.

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- dd. **“Subcontractor”** means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the Contractor subcontracts to provide services that are specifically defined or are otherwise approved by DSHS in accordance with this Contract.
- ee. **“Sub recipient”** means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency.
- ff. **“Weekend”** means any day Saturday through Sunday, excluding state or federal holiday.

2. Purpose

The purpose of this Contract is to provide State Afghan Placement and Assistance (SAPA) program services to SAPA eligible participants in Snohomish County for the safe and successful resettlement of Afghan arrivals impacted by the events in Afghanistan.

3. Statement of Work

The Contractor shall administer the SAPA program in Snohomish County and ensure the provision of services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit B) by utilizing already existing Snohomish Partners infrastructures and protocols and developing new support resources as needed.

4. Consideration

The total amount payable to the Contractor for satisfactory performance of work completed under this Contract shall not exceed the Contract Maximum Amount shown on page one (1) of this Contract, including any and all expenses and shall be paid in accordance with the amounts set forth in the Statement of Work (Exhibit B).

5. Billing and Payment

a. Invoice

- i. The Contractor must use State Form A-19-1A Invoice Voucher when submitting invoices. The Contractor shall submit one (1) invoice to DSHS within thirty (30) calendar days after the end of each month. Claims and services not previously billed may be included in a future invoice.
- ii. Each Invoice voucher submitted for payment must be accompanied by a Contract Summary Report (CSR) form. The CSR format will be provided by DSHS.
- iii. Reports must be submitted each month in order to claim a monthly Performance Outcome payment. Reports shall be submitted via encrypted secure email to the DSHS Contact named on page one (1) of this Contract.
- iv. Additional invoicing requirements can be found under the Statement of Work's Consideration Section (Exhibit B).
- v. The Contractor must include any other additional backup documentation requested by the DSHS Contact that provides clarification or gives detail regarding the A19-1A Invoice Voucher and CSR submitted for payment.

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- vi. The Contractor may submit one FINAL invoice to bill DSHS for any claims or services provided, but not billed during the entire Contract period. The FINAL invoice must be received by DSHS by July 31, 2022 unless an exception is granted by DSHS.
- b. Payment
 - i. Payment shall be considered timely if made by DSHS within thirty (30) business days after receipt and acceptance by DSHS of the properly completed invoice and Reports.
 - ii. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract.
 - iii. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Network Service Capacity

The Contractor's existing Snohomish Partners' service delivery capacity and infrastructure under this Contract shall be sufficient to serve a proportionate share of the total number of SAPA participants in Washington state. The proportionate share is based on the Snohomish County Human Services Department's SAPA proposal dated 12/20/21 to serve up to 150 individuals.

7. Acknowledgements

The Contractor must use the complete name "Snohomish County State Afghan Placement and Assistance" (SAPA) in referring to this program on any printed materials for public dissemination. The Contractor must include a general acknowledgement of DSHS and ORR in its list of annual funders, and in all appropriate publications, public announcements, website, or any electronic materials related to this program. DSHS must review and approve all publications prior to release.

8. Availability of Services

The Contractor shall ensure continuity of service availability throughout the duration of this Contract.

9. Background Checks

The Contractor may be required to ensure a full and satisfactory criminal history background check has been completed for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers, and subcontractors to meet all required terms under this Contract.

10. Change in Circumstances

The Contractor shall forward to DSHS within ten (10) business days any information concerning the Contractor's change of circumstances. Changes in the Contractor's circumstances include change of the Contractor's and/or its subcontractors' business name, address, telephone number, fax number, e-mail address, business status, and names of staff associated with this

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Contract. Any changes that occur in the Contractor's program, changes affecting program implementation or deviations from any of the services as described in this Contract must be acknowledged in writing to DSHS.

11. **Child Abuse and Health and Safety Concerns**

In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor and the Snohomish Partners. The Contractor shall immediately report all instances of suspected child abuse to Child Protective Services at 1-866-END HARM.

12. **Compliance with Federal Funding Requirements and Certifications**

- a. Funding for this Agreement is subject to the Washington State Afghan Placement and Assistance Plan submitted to the federal Office of Refugee and Resettlement.
- b. By signing this Agreement, the Contractor agrees to comply with the federal certifications that come with the funding for this Contract. In addition, the Contractor shall require these same certifications in any subcontracts to this Contract and that all subcontracts certify accordingly

13. **Confidentiality and Nondisclosure**

The Contractor and its Subcontractors may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the Participant(s). This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, monitoring or audits. The Contractor and its Subcontractors shall disclose information for reporting, research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS.

In addition to General Terms and Conditions Confidentiality language, the Contractor and its Subcontractors shall:

- a. Protect information according to federal and state laws including the following incorporated by reference.
 - i. Chapter 74.04.060 RCW, Records, Confidential – Exceptions – Penalty
 - ii. Chapter 42.56 RCW – Public Records
 - iii. Code of Federal Regulations (42 CFR Part 2)
 - iv. Health Insurance Portability and Accountability Act (HIPAA)
- b. Use personal, confidential and other information gained by reason of this Contract only for the purposes directly related to the administration of this Contract. Any personal use of participant information is strictly prohibited. Contractor shall return, or certify the destruction of such information if requested in writing by DSHS.
- c. Not disclose, transfer, or sell any information as described in this Contract to any party in whole or in part, except as provided by law, or to any individual or agency not specifically authorized by federal or state law, rule or regulation.
- d. Maintain the confidentiality of personal information in accordance with state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure.
- e. Notify all authorized persons who require access to data of the used and disclosure requirements and the penalties for unauthorized used/disclosure.

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14. **Contract Amendment**

The Contract may be amended to ensure that services and outcomes align with DSHS's needs or due to availability of funding.

15. **Contract Extensions**

DSHS may make subsequent Contract awards or extensions at DSHS' sole discretion. DSHS will base such future awards or extensions on the Contractor's ability to comply with the terms and conditions of this Contract and to meet the requirements of the statement of work of this Contract.

16. **Contract Suspension**

DSHS may take certain actions in the event the Contractor, or any of its Subcontractors, partners, officers, directors, or employees, are investigated by a local, county, state or federal agency, for a matter which DSHS determines may adversely affect the delivery of services provided under this Contract. DSHS may, without prior notice, either suspend the delivery of services or disallow the person(s) involved in the allegation(s) from providing services or having contact with participants pending final resolution of the investigation.

17. **Contract Monitoring**

- a. DSHS may conduct on-site monitoring visit to ensure the Contractor's performance and compliance with these Contract terms and conditions, and applicable laws and regulations.
- b. The Contractor shall allow DSHS to inspect any and all records that are related to the performance of and compliance with this Contract. As used in this subsection, "records" include, but are not limited to, documents in any form, including hard copy or electronic format, of the organization's structure, tax status, financial records, capabilities and performance.
- c. DSHS reserves all other rights of inspection as provided in the General Terms and Conditions of this Contract.

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

19. **Culturally Relevant Services**

The Contractor and its subcontractors shall ensure all services are provided in the cultural context of the Participant's and/or Participant's family. Best practices for providing culturally relevant services are to employ staff with similar cultural backgrounds. This component is intrinsically linked to provide services in the appropriate language via interpreter or by employing bilingual bicultural staff.

20. **Data Sharing.** DSHS will provide the Contractor access to client information.

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- a. Purpose:
 - i. Activity for which the Data is needed: To provide services to SAPA Participants.
 - ii. How Data Recipient will use Data: Contractor will use participant information to administer this Contract. This includes but is not limited to the following:
 - 1. Participant information updates
 - 2. Billing
 - 3. Reporting
- b. Description of Data.
 - i. Data elements. Participant's personal information including but not limited to:
 - 1. Date of Birth
 - 2. Gender
 - 3. Date of Arrival
 - 4. Alien Number
 - ii. Time frame(s) for Data disclosure or exchange: Duration of Contract.
 - iii. Conditions under which, if any, that Data disclosed or exchanged can be linked to other data: The Contractor shall not link the data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the data unless specifically authorized to do so in this Contract or by the prior written consent of DSHS.
- c. Data Access or Transfer.
 - i. Staff Access to Data.
 - 1. Access to Data shall be limited to staff that are assigned to provide services under this Contract.
 - 2. The Contractor shall provide the DSHS Contact a list of their staff that are providing services under this Contract that have been granted access to the DSHS client information.
 - 3. The Contractor shall contact the DSHS Contact whenever they need to change the staff that are granted access to the DSHS client information.
 - ii. Method. DSHS will provide the Contractor DSHS client information via regular US mail and/or Secure e-mail.
 - iii. Requirements for Access.
 - 1. Prior to making Data available to its staff, the Contractor shall notify all such staff of the Use and Disclosure requirements.
 - 2. Staff that are authorized to have access to DSHS data must annually review and sign a DSHS ESA Nondisclosure of Confidential Information Agreement- Non Employee form (DSHS 03-374D)
 - a. The Contractor shall retain the original signed copies of the forms for their records.
 - b. Upon DSHS request, the Contractor shall provide DSHS with copies of the signed forms.
 - iv. Frequency of Exchange: Daily access.
- d. Limitation on Use of Data. If the Data and analyses generated by Data Recipient contain personal information about DSHS clients, then any and all reports utilizing these Data shall

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be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.

- e. Security of Data.
 - i. Data Protection. The Data Recipient shall exercise due care to protect Data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards, and procedures which detail:
 - 1. Access security, identification, and authentication.
 - 2. Network and workstation security.
 - 3. Premise security; and
 - 4. Sanctions for unauthorized use or disclosure of Data
 - ii. Data Disposition.
 - 1. The Data provided will remain the property of the Data Provider and will be promptly destroyed by the Data Recipient, or returned to the Data Provider, when the work for which the Data was required, as fully described herein, is completed. This includes removal of the Data from hard drives upon which the Data may have been stored, in a way that prevents the Data from being retrieved (such as by using a “wipe” utility).
 - 2. DSHS shall not process the Contractor’s final invoice for payment until such time that the Contractor has taken action to properly dispose of the Data and has signed a Disposition of Data form provided by DSHS and provided the completed form to the DSHS Contact or designee listed on page one (1) of this Contract.
- f. Confidentiality and Nondisclosure:
 - i. The Data Recipient may use Personal Information and other information or Data gained by reason of this Contract only for the purposes of this Contract.
 - ii. The Data Recipient shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to who the Personal Information pertains.
 - 1. The Contractor shall use an Authorization to Release Information form and file the signed release forms in each participant’s file.
 - 2. The Data Recipient shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract. Further, the Data Recipient shall not link the Data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the Data unless specifically authorized to do so in the Contract or by the prior written consent of DSHS.
- g. Portable Devices or Media
 - i. The Contractor must obtain written permission from the DSHS Contact listed on page one (1) of Contract prior to using portable devices or portable media for purposes related to providing services under this Contract.
 - 1. The Contractor shall provide DSHS with information about the type of portable devices or portable media that will be used.
 - ii. The use of portable devices or portable media is subject to requirements of Exhibit A, Data Security Requirements.

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- iii. The Contractor shall provide training about the Exhibit A, Data Security Requirements to all of their staff that will be using portable devices or portable media that contain DSHS Data.
 1. The Contractor shall keep a copy of the training materials, a record which contains the dates of the training and the names of the staff who attended the training.
- iv. The Contractor shall keep the following records about their use of portable devices or media.
 1. Type of portable devices or portable media used.
 2. Serial Numbers
 3. Proof of encryption of DSHS Data
 4. Check-in and check-out system which identifies which of the Contractors staff is using the portable devices or media that contains DSHS Data
- v. The Contractor must have a process in place that will ensure that they on a weekly basis download all DSHS Data from portable media to a secure storage method as described in Exhibit A, Data Security Requirements.
 1. The Contractor shall keep a record of dates of weekly storage download and the storage method.
- vi. The Contractor shall upon the request of DSHS make the records required in this section available to DSHS.

21. Dispute Resolution

Either party may submit a request for resolution of a contract dispute (rates set by law, regulation, or DSHS policy are not disputable). The requesting party shall submit a written statement identifying the issue(s) in dispute and the relative positions of the parties. A request for a dispute resolution must include the Contractor's name, address, and 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.

Department of Social and Health Services
Community Services Division
Attn: Contracts Unit
P.O. Box 45470, Olympia, WA 98504-5470

- 22. Documentation.** The Contractor shall maintain documentation, physical and electronic, to substantiate services to participants and costs incurred in service delivery and make all documents available upon request by 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.

23. Duplication of Services

The Contractor shall ensure that work to be performed does not duplicate services charged to the State of Washington or any other funding source under any other contract or agreement with the Contractor.

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24. Exceptions

The Contractor shall submit to the DSHS Contact, or designee, named on page one (1) of this Contract, a prior written request for any Exceptions. The DSHS Contact shall provide the Contractor with written approval or denial within five (5) business days of receipt of the request. The DSHS Contact shall include justification with all denials.

25. Fraud Reporting

The Contractor shall report any knowledge of welfare fraud to DSHS by calling 1-800-562-6906 or on-line at <https://fortress.wa.gov/dshs/dshsroot/fraud/index.asp>.

26. Incorporation by Reference

The following documents are incorporated by reference into this contract:

- a. Washington State Plan Addendum for SAPA services
- b. Snohomish County Human Services Department's SAPA proposal
- c. ORR federal SAPA reporting tools
- d. State Form A19-1A Invoice Voucher
- e. Contract Summary Report (CSR)
- f. DSHS Subcontractor Approval Request form
- g. Sub recipient Federal Assistance Reporting
- h. DSHS 03-374D ESA Nondisclosure of Confidential Information Agreement-Non Employee form
- i. DSHS 14-012 Consent form
- j. DSHS Tip Sheet on Applying for Public Benefits
- k. Washington Department of Health Newcomer Overview and Checklist
- l. Afghan Backgrounder December 2021

27. Sub recipient

The Contractor is a Sub recipient of federal awards as defined by 2 CFR Part 200 and under this Agreement shall meet all the General Terms and Condition's Sub recipient requirements.

28. Insurance

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. Snohomish County (County) maintains a fully funded self-insurance program as defined in Snohomish County Code 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. DSHS acknowledges, agrees and understands that the County is self-funded for all its liability exposures.

The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide at least 30 calendar days prior written notice of any material change in its self-funded program

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and, if requested, will provide a letter of self-insurance as adequate proof of coverage. DSHS further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the County does not have the ability to add any party as an additional insured

c. **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.

d. **Business Automobile Liability Insurance** - The Subcontractors shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Subcontractors or owned by the subcontractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit.

29. Interpretation and Translation Services

The Contractor shall provide interpreter and translation services as necessary to perform the obligations of this Contract, and DSHS shall not reimburse the Contractor for the use of interpreter or translation services, except if specifically stated in an Exhibit(s) of this Contract.

30. Program Training

The Contractor shall ensure all of its staff and subcontractors' staff who provide services under this Contract are familiar with:

- a. Afghan Backgrounder December 2021
- b. Washington Department of Health Newcomer Overview and Checklist
- c. DSHS Tip Sheet on Applying for Public Benefits
- d. Reporting materials
- e. Client Services Requirements
- f. Additional materials as determined necessary

31. Recovery of Payments for Noncompliance.

In the event the Contractor bills for services provided and is paid for those services that DSHS later finds were either (a) not delivered, (b) unallowable, or (c) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover payment for those services from the Contractor and the Contractor shall fully cooperate during the recovery process.

32. Reduction of Funds

Funding for this Contract is based on upon an estimated number of participants (individuals/families) that the Contractor will serve, an accepted proposed staffing budget to serve the estimated number of participants and availability of funding. If situational changes

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result in lower number of participants served and/or staffing needed is reduced, the DSHS reserves the right to adjust those estimates and reduce funding accordingly. In the event DSHS chooses to exercise this right, DSHS will notify the Contractor in writing of the amount of the reduction. Both parties to this Contract agree that an amendment to this Contract will be considered proper written notice.

33. Subcontracting

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

- a. The Contractor shall not subcontract any of the contracted services without the prior approval of DSHS.
- b. The Contractor is responsible to ensure that all terms conditions, assurance and certification set forth in the Contract are included in any and all Subcontracts.
- c. Any failure of the 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.
- d. The Contractor shall submit:
 - i. Written requests for approval to subcontract to the DSHS Contact, or designee, named on page one (1) of this Contract, along with the proposed subcontractors' qualifications prior to entering into an Contract with a subcontractor; and
 - ii. Copies of any subcontracts the Contractor enters into within fifteen (15) business days of the date of execution, along with a plan for monitoring the subcontractors at least once during the first three (3) months of the subcontract; and
 - iii. Copies of subcontract monitoring reports to the DSHS Contact, or designee, named on page one (1) of this Contract, within thirty (30) calendar days of the monitoring visit.

34. Transportation of Participants

Transportation of participants is a service under this Contract. The Contractor and its subcontractors are required to have the required Business Automobile Liability Insurance and be in compliance with local motor safety laws.

35. Unilateral Amendments. DSHS reserves the right to unilaterally amend this contract to implement federally mandated policy changes or correcting administrative errors.

Exhibit A – Data Security Requirements

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

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

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

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<https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:
 - a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
 - a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

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- (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
- (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
- (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
- (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

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k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the

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Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

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- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

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

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

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been

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compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

- (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
- (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

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

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

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

EXHIBIT B

**SNOHOMISH COUNTY STATE AFGHAN PLACEMENT AND ASSISTANCE (SAPA)
SERVICES & SUPPORT**

STATEMENT OF WORK

1. Purpose

The purpose of this Interlocal Agreement (“Agreement” or “Contract”) is for the Snohomish County Human Services Department (“Contractor”) to administer and implement the State Afghan Placement and Assistance (SAPA) program in Snohomish County and provide SAPA services and support to SAPA eligible participants by utilizing existing partnerships and networks (“Subcontractors” or “Snohomish Partners”) to achieve safe and successful resettlement of Afghan arrivals in Washington.

2. Background Information

The State Afghan Placement and Assistance (SAPA) program is a state-administered program responsible for the delivery of Basic Needs Support and Resettlement Services in order to expand capacity and welcome additional Afghans arrivals to Washington State. Resettlement services are required to be provided within the first 30 days of their arrivals and extended to 90 days if necessary.

Snohomish County has a rich history of being a community that welcomes and support refugees and opened on October 1, 2021 the Snohomish County Welcoming Center through collaboration with Refugee and Immigrant Services Northwest, Volunteers of America Western Washington, Medical Teams International, Sea Mar Family Medicine, the Ahmadiyya Muslim Community, and several other agencies.

Snohomish County Human Services Department will use the structure and processes that have been established and implemented by its existing Snohomish Partners. As part of the SAPA program, Snohomish County will ensure that services and resources are developed and closely coordinated to effectively and timely provide the Basic Needs Support and Resettlement Services identified in this Contract to 150 Afghan arrivals.

3. Participants Eligibility

- a. Citizens or nationals of Afghanistan referred to DSHS and the Washington SAPA program by the federal Office of Refugee Resettlement; and
- b. Citizens or nationals of Afghanistan paroled into the U.S. under section 212(d)(5) of the Immigration and Nationality Act between July 31, 2021, and September 30, 2022.
- c. Specific information on immigration documentation can be found on these documents: [ORR-PL-22-02-Additional-ORR-Eligibility-Categories-and-Documentation-Requirements-for-](#)

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[Afghan-Nationals.pdf; Guide to Client Documentation and Benefits for Afghan Parolees 10-13-2021.pdf](#)

- d. Updated Guidance from DSHS may expand Participant eligibility.
- e. Services for children under 16 must be reported under a parent.
- f. Services must be available free of charge to the Participant(s).

4. Contractor Responsibilities

a. SAPA Administration and Coordination

The Contractor shall:

- i. Administer the SAPA Program for Snohomish County, coordinate and oversee the delivery of basic need and resettlement services under this Contract. The Contractor is responsible for communication and coordination with DSHS and other agencies partnering to ensure appropriate service are provided to each SAPA Participants.
- ii. Provide or designate staff(s) to oversee and manage the day-to-day coordination of activities and the implementation of this Contract.
- iii. Identify a single point of contact for DSHS. In the event of an emergency or illness, a secondary point of contact may be named.
- iv. Designate staff(s) or representative(s) to sit on the SAPA Support Group and participate in an on-going collaborative, coordinated and strategic state-wide response for Afghan arrivals.
 - (A) DSHS is leveraging the State's Incident Management Team (IMT) to assist in expanding capacity for housing, food security and transportation through the creation of the SAPA Support Group.
 - (B) The IMT SAPA Support Group will meet weekly or as needed.
 - (C) Contractor's designated staff(s) or representative(s) shall serve as the "Snohomish County Team Lead" on the SAPA Support Group and will be the main point-of-contact to report on the status of SAPA operations in Snohomish County.
- v. Enter into subcontracts within fifteen (15) days after execution of this contract. Provide copies of the subcontracts to the DSHS Contact within fifteen (15) days from date of execution.
- vi. Provide a summary of the Snohomish County SAPA Implementation Plan, including the role(s) of the Contractor/Subcontractors and brief description of SAPA services and support provisions to DSHS.
- vii. Inform DSHS of any changes to a subcontractor's funding, adding or revising SAPA services among its partners.
- viii. Include DSHS in SAPA-related communications sent to Snohomish Partners.

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- ix. Collect from the subcontractors client demographic data and service deliverables. DSHS will provide the required Report form(s) to capture the data elements needed for federal reporting.
- x. Ensure effective monitoring of Snohomish Partners performing SAPA services.
 - (A) Provide a copy of the monitoring plan for subcontractors' performance within thirty (30) days from date of execution, and
 - (B) Submit monitoring reports to the DSHS Contact listed on page one (1) of this Contract within thirty (30) days of the monitoring visit, unless an exception is granted.
 - (C) If corrective action is needed, notify DSHS within ten (10) days of the monitoring visit and continue to monitor until issue is corrected.
- xi. Ensure Snohomish Partners' staff are providing services under this Exhibit's Basic Needs Support and Resettlement Services (Section 8) in an effective and timely manner within the first 30 days of a Participant's arrival, and extended to 90 days if necessary.
- xii. Communicate with DSHS and other appropriate local community-based organizations (CBOs) to coordinate as needed local and ethnic services to support integration into the U.S.

b. **Support Services Development**

The Contractor, in conjunction with its Snohomish Partners, shall identify and development opportunities to expand wrap around support services for SAPA Participants in Snohomish County in the following areas:

- i. Food– provide, deliver or make available food access options to meet needs of each individual/family's needs, specific to and conscious of cultural, dietary, allergy or traditionally prepared requirements and nutritional needs.
- ii. Transportation – assist clients in getting to critical services such as health care appointments, clothing banks and grocery stores.
- iii. Housing Development and Placement
 - (A) Temporary Housing – Identify and secure temporary housing options, including the provision of 24/7 staffing coverage and security as needed.
 - (B) Long-term Housing – Identify and secure long-term housing options, working closely with refugee resettlement agencies, community based organizations, public housing entities and private landlords to expand the inventory for safe, stable and affordable housing in order to transition Participants from temporary housing to long-term housing. The goal is to secure long-term housing within 30 days post arrival.

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- iv. Volunteer Coordination – identify and develop a system to coordinate, vet and match volunteers with services, such as transportation, housing set-up and interpretation and translation.
- v. Training and Technical Assistance –work with DSHS, Snohomish Partners and the Afghan community to identify areas where staff training and Participant workshops can be coordinated, thereby reducing efforts on the part of all agencies.

5. Administrative Requirements.

The Contractor shall ensure the following administrative requirements are completed prior to service delivery:

- a. All staff working with SAPA Participants (individuals/families) must sign a DSHS 03-374D ESA Nondisclosure of Confidential Information Agreement – Non Employee Form <https://www.dshs.wa.gov/sites/default/files/FSA/forms/pdf/03-374d.pdf>. This form must be signed annually by Contractor staff who have access to client confidential and personal information as it relates to contracted services. A copy of the form must be sent to the DSHS Contact listed on page one (1) of this Contract within 30 days of the Contract start date.
- b. Staff must prepare a Consent form (DSHS 14-012) to be signed by each adult Participant. This form gives the Contractor and DSHS permission to share his/her personal information or their minor child's personal information as it relates to contracted services. This form can cover a period of more than a year. This form is available in multiple language at https://www.dshs.wa.gov/fsa/forms?field_number_value=14-012&title=&=Apply. If the needed language is not on the list, please contact the Program Manager.
- c. The Contractor shall prepare a Release of Information form for sharing Participant information with Third Parties, as needed. The Contractor may use their own form for this purpose.
- d. Participants' personal information shall not be disclosed directly or indirectly except where authorized by the Participant or where the Contractor determines that disclosure is required by law.

6. COVID-19 Safety Requirements

- a. COVID-19 precautions will be followed by Participants and Contractor/Subcontractor staff(s) working with Participants.
- b. The Contractor shall provide information on COVID-19 precautions, such as wearing masks, washing hands, social distancing and vaccination availability and access, etc. Washington State information and resources can be found at Washington State Coronavirus Response (COVID-19) site at: <https://coronavirus.wa.gov/partner-toolkit>.
- c. The Contractor shall provide personal protective equipment (PPE), such as masks and hand sanitizers, for each Participant as needed.

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- d. The Contractor shall provide support to Participants with symptoms consistent with COVID-19, including providing access to COVID-19 testing, emergency care, isolation and quarantine.

7. Refugee Health Screening

- a. Domestic refugee health screening outlined by the Center for Disease Prevention and Control and the Office of Refugee Resettlement is out of scope and provided directly through a separate existing contract between the DSHS ORIA and Snohomish Health District.
- b. Under this Agreement, The Contractor shall submit scheduling request to Snohomish Health District for health screening within one (1) week of arrival.

8. Basic Needs Support and Resettlement Services

Basic Needs Support and Resettlement Services are required to be provided within the first 30-90 days of the Participant's arrivals.

a. Reception

The Contractor shall:

- i. Receive information electronically from DSHS for cases referred to Snohomish County and respond with a decision to accept or reject a particular case within 24 to 48 hours.
- ii. Determine temporary housing placement and prepare dwelling prior to Participant(s) arrival.
- iii. Assign and arrange a Case Manager to be available to meet Participant(s) at the temporary housing site. Contractor must use or ensure the use of interpretation services or staff that are bilingual and bicultural.
- iv. Arrange for Participant(s) picked up at the airport upon arrival with appropriate language interpretation as needed, and transport the Participant(s) to temporary housing.
- v. Place Participant(s) in a decent, safe, sanitary and affordable housing. Participant(s) may be placed at any time of the day and night 24/7 on any day of the week, including weekends.
- vi. Provide essential furnishings and household goods. For example,
 - (A) Arrange for the provision of household items and supplies, such as pots, pans, dishes, utensils, cleaning supplies, garbage bags, laundry detergent, toilet paper, paper towels, paper, pens or pencils and other items to Participants as needed.

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- (B) Arrange for the provision of personal items, such as bath towels, toothbrush, tooth paste, soap, shampoo, and other personal hygiene items and accessories as needed.
 - (C) Provide baby items, such as porta-cribs and baby proofing items (cabinet locks, toilet seat lock, outlet protectors, etc.) to Participants who need them.
 - vii. Provide culturally appropriate prepared meal(s) to Participant(s) upon placement and throughout the Participant's stay, as needed. Provide appropriate food or food allowance until receipt of food assistance.
 - viii. Provide appropriate seasonal clothing required for work, school and everyday use as required for all members of the family, including proper footwear for each member of the family, and diapers for children as necessary. Clothing need not be new, but must be clean, in good condition, and functional.
 - ix. Distribute pocket money. The Contractor shall provide each participant with cash to allow independent spending at the Participant's discretion. This must be documented in the case file.
 - x. Establish a plan to address emergency medical needs of new arrivals at each temporary housing location.
 - xi. Accommodate special request from Participant as needed and able, such as prayer space, etc.
- b. Case Management**

The Contractor shall coordinate case management implementation and communicate with state and local welfare entities and authorities on behalf of the Participant. The Contractor shall ensure the following case management activities are provided and service deliverables are tracked and well-documented for each individual Participant and/or Participant's family in case files:

i. Intake and Assessment

The Contractor shall:

- (A) Conduct in-person intake interview(s) within 48 to 72 hours after arrival to ensure that all immediate material needs have been met.
- (B) Provide at least one in-person home visits and one remote visit within the first 30 days.
 - 1. Home visits should include an assessment of the welfare, living conditions and any current or expected needs of the Participant(s) and assistance with any basic needs.
 - 2. The Contractor may conduct additional home visits, as needed. For example, a third home visit may be made to permanent housing if the Participant moves from temporary housing within the 90-day period.
- (C) Record basic demographic information, including immigration status and date of entry
- (D) Assess Participants (individual/family) to ascertain what services are needed and where referrals could be made. Triage any urgent needs that will require immediate attention.

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1. Assess Housing Situation, including current temporary housing situation and the type of long term housing needed.
2. Assess Public Benefits and verify if the Participant (individual/family) has applied for/are receiving DSHS benefits (cash assistance or food assistance).
3. Assess Medical Needs and verify if the Participant (individual/family) has received Refugee Health Screening and has applied for/are receiving Medical assistance.

i. **Case Management Plan**

The Contractor shall develop for each Participant (individual or family) a Case Management Plan (“Plan”) to ensure Participants receive basic needs support during the initial resettlement period of 30-90 days.

- (A) Prior to the development of a Plan, the Contractor shall provide the Participant with an explanation of the following:
 1. An overview of services the Participant (individual/family) is eligible for under the SAPA program;
 2. The services to be provided by the Contractor under this Contract so they are aware of what to expect; and
 3. The referrals that will be made on behalf of the Participant (individual/family) so they may receive all essential services.
- (B) A Participant’s Plan shall include the following information and track progress towards meeting all of the required goals and services:
 1. All of the core services required under section ii(c) of this contract;
 2. Goals and objectives that the family would like to achieve;
 3. A budget and an expense tracking sheet for in-kind and material goods;
 4. Demographic information
 5. Short-Term and Long Term Housing Plans and associated funding sources
 6. Home Visits (in-person and virtual)
 7. Enrollment and Registration for children in school
 8. Completion of cultural orientation
 9. Referrals to Services
 10. SAPA Integration Indicators, including English ability, Education level, and employment status

ii. **Assistance and Referral.**

- (A) Once a Case Management Plan (“Plan”) has been developed, the Contractor shall implement the Plan. The Contractor is not required to provide all services but must work and communicate closely with the Participant and other assisting agencies to ensure all basic services are provided.
- (B) The Contractor shall follow-up on all referral(s) to ensure service access and provision.

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- (C) The Contractor shall ensure Participants are able to access the following core services through assistance or referral for assistance:
1. Apply for a Social Security card, if applicable
 2. Apply for cash assistance (Temporary Assistance for Needy Families, Refugee Cash Assistance, Matching Grant, Supplemental Security Income), as eligible
 3. Apply for food assistance (Supplemental Nutrition Assistance Program), as eligible
 4. Apply for medical assistance (Medicaid, Children's Health Insurance Program, Refugee Medical Assistance), as eligible
 - a. Submit application for health insurance for each Participant within one (1) week of arrival.
 - b. Refer and connect Participants to primary care providers and medical specialists.
 - c. Establish primary care within thirty (30) days of arrival or sooner if needed. This includes obtaining a Primary Care Health Provider, immunizations, mental health services, health navigation to access health care and follow-up.
 5. Obtain medical screening and follow-up medical care to include navigating health care, appointments, prescriptions, transportation, interpretation, etc.
 6. Enroll in ESL classes or other English language programs if needed.
 7. Enroll adults in LEP Pathway Employment Services, other employment or job training programs or Employability services as outlined in 45 C.F.R. § 400.154.
 8. Enroll in other ORR allowable services as outlined in 45 C.F.R. § 400.155
 9. Register and enroll children in school within 30 days of arrival.
 10. Register males 18-64 years old with the Selective Service within thirty (30) days, as appropriate.
 11. Obtain legal assistance to help Afghan Humanitarian Parolees apply for asylum and SI/SQ Conditional Permanent Residents remove conditions from their permanent residence. Assist with the completion and filing Affidavits of Relationship, as appropriate and as requested.
 12. File the AR-11 Change of Address form to USCIS and Change of Address forms with the U.S. Department of Homeland Security and the U.S. Post Service (USPS) (and Selective Service, as applicable) when participant(s) move from emergency, short-term housing to longer term housing, within ten (10) days of moving.
 - a. For Participants who are placed into temporary housing upon arrival, the Contractor or Subcontractor providing case management service may list itself and its organizational address using the "C/O" (In Care of for Mailing) when assisting the Participant to fill out an AR-11 prior to placing the Participant in permanent housing.

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- b. This should be done with Participant's consent and is a way to avoid potential EAD delivery issues.
- 13. Assist Participants to access long-term housing, when appropriate.
 - a. Identify housing and rental assistance resources;
 - b. If in crowded quarters, help with temporary housing;
 - c. Help find permanent housing;
 - d. Help or provide basic household items including dishes and cookware and furnishings when long-term or permanent housing is secured.
- (D) The Contractor shall provide information regarding local resources in the community to include services specifically designed for newly arriving Afghans (Welcome Centers, Donated Items, Food & Clothing banks, Volunteer Services, COVID PPE/Services, etc.)
- (E) The Contractor may provide other services or referrals it deems necessary that will benefit the family.
- c. **Transportation**

The Contractor shall:

 - i. Arrange or provide transportation to job interviews and job training
 - ii. Arrange or provide transportation to health and medical appointments
 - iii. Arrange or provide transportation for Participants around the area as needed, or as requested by the Case Manager(s).
 - iv. Provide local navigation and assist Participant(s) to access/use available transportation options (such as public transportation), so they can obtain own food and material needs
 - v. Arrange or provide transportation for Participants at the point of discharge from temporary housing location to his/her/their new long term housing location.
- d. **Cultural Orientation**
 - i. The Contractor will coordinate with the DSHS Cultural Orientation Provider to ensure cultural orientation services with appropriate language interpretation as needed are provided to Participants.
 - ii. The Contractor shall collaborate with to provide or refer Participants to the DSHS Cultural Orientation Provider to ensure Participants receive cultural orientation services during their initial resettlement period of 30-90 days after arrival.

9. File Documentation

The Contractor shall maintain or ensure that individual Participant and/or Participant's family case files are maintained and accessible to DSHS for monitoring purposes. Documents may be safely stored electronically. Files shall include the following documents:

- a. Documentation of each case referred by DSHS and accepted by the Contractor.
- b. A legible copy of the Arrival-Departure document (Form I-94), Permanent Resident Card (I-551) or other documentation attesting current immigration status and date of arrival to the U.S. for each member of the case.
- c. Original DSHS Consent Form 14-012, signed by the participant. This form can be found here: https://www.dshs.wa.gov/office-of-the-secretary/forms?field_number_value=14-012&title=.

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- d. Contractor's Release of Information form, if applicable.
- e. Completed Intake and Assessment form and Individual/Family Plan documentation.
- f. Housing assessment and long-term planning documents. Housing and material support documentation.
- g. Case notes, including basic need support and resettlement services direct provision information and referral information to medical, employment, ESL/education and other services outside the scope of this Contract.
- h. Notes and documents related to Housing to include receipts, copies of leases and a completed W-9 form from landlord, and other relevant documents to support assistance provided.
- i. Cash and in-kind support documentation for anything purchased or paid on behalf of a Participant.
- j. Monthly reports submitted to DSHS as part of reporting and performance outcomes requirements.
- k. Other documents as created, generated or held by Subcontractors and Snohomish Partners that pertains to the Participant(s)' case under the performance of this Contract.

10. Reporting Requirements

DSHS recognizes that the Contractor has existing database(s), policies and procedures to collect and track Participants demographic information, services and outcomes. To enable DSHS/ORIA to meet federal SAPA reporting requirements as referenced in this Contract, the Contractor shall submit the following Reports to the DSHS Contact listed on page one (1) of this Contract through secure encrypt email:

- a. **SAPA Monthly Report** – This Report will be submitted for all Participants served through SAPA, detailing their demographic information, housing and employment status, services provided and referrals to services. Participant personally identifiable information is required. DSHS will provide the Report Format or required data elements.
- b. **SAPA 90-day Integration Indicator Report** – This Report will include personally identifiable information and indicators of integration for English Ability, Education Level and Employment Status. DSHS will provide the Report Format or required data elements.

11. Performance Outcomes

The Contractor's performance outcome goal is to serve 150 participants, which will be achieved through direct referral by DSHS and acceptance by the Contractor.

The Contractor's performance outcome will be based on the satisfactory submission of required Reports to the DSHS Contact in a timely manner. DSHS reserves the right to adjust the outcomes as a result in changes to in the federal SAPA program.

12. Consideration

- a. Total consideration payable to the Contractor for satisfactory performance of the work under this Exhibit shall not exceed \$2,025,000.00 as follows.

Snohomish County SAPA Services and Support

- i. Administration and Service \$1,440,000.00

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ii. Participant Support	\$ 225,000.00
iii. Performance Outcome Payments	<u>\$ 360,000.00</u>
	\$2,025,000.00

- b. Administrative and Service: This amount includes all administrative and services expense to operate and implement services under this Contract. DSHS shall make equal monthly payments of \$288,000.00 for the months of February 2022 through June 2022.
- c. Participant Support. This amount includes \$225,000.00 for 150 Participants. The Contractor will receive up to \$1,500 per participants to cover direct costs required for housing, furniture, basic household goods, and other necessary items. The Contractor will provide pocket money to the family while they apply for cash assistance. The Contractor is required to retain sufficient documentation and verification of cash and in-kind goods provided to each Participant (individual or family).
- d. Performance Outcome Payments: DSHS shall make equal monthly payments of \$72,000.00 after receipt and approval of properly completed and accepted Monthly Reporting form(s) for each month invoiced from February 2022 through June 2022.
- e. The Contractor is required to retain and/or ensure the retention of sufficient documentation to detail and support funding usage, purchases, expenditures and verification of payment associated with this Contract, including any in-kind goods, expense paid to or on behalf of Participants, subcontractors' amounts and reimbursable costs, etc. for invoice clarification, monitoring and auditing purposes.

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EXHIBIT C

SUMMARY OF SNOHOMISH COUNTY SAPA SERVICES AND TIMELINE

Timeline	ORR Required SAPA Core Services	Snohomish County SAPA Service
Upon arrival	<ul style="list-style-type: none"> • Transportation from airport to emergency housing • Emergency/short-term housing • Provision of culturally appropriate meals/food 	<ul style="list-style-type: none"> • Will enter into subcontracts with RISNW and partner agencies in its Snohomish Organizations Active in Readiness, Response, Recover, and Resiliency (SOAR4) network to address the need for transportation from the airport to emergency housing, emergency/short-term housing and provision of culturally appropriate meals/food.
48-72 hours	<ul style="list-style-type: none"> • In-person or virtual site visit and intake to ensure that all immediate material needs have been met 	<ul style="list-style-type: none"> • Will subcontract the delivery of in-person and virtual site visits and intakes services to RISNW.
Within 30 days (Can be extended up to 90 days)	<ul style="list-style-type: none"> • Two in-person home visits • Permanent housing placement with furniture and basic need supplies • Case management, including regular and personal contact using interpretation/translation services and assistance accessing a variety of services. 	<p>30-90 Days:</p> <ul style="list-style-type: none"> • Will subcontract the following services to RISNW and VOAWW: <ul style="list-style-type: none"> ○ Two in-person home visits ○ Placement into permanent housing with furnishings ○ Regular and individualized navigation services to help newcomers access a variety of services using interpretation/translation services as indicated. ○ Given the availability of housing in Snohomish County, we anticipate the full 90 days will be needed in many instances.
Within 30 days (Can be extended up to 90 days) Required assistance – can be provided directly or made through referrals to other service providers	<ol style="list-style-type: none"> i. Application for a Social Security card, if applicable ii. Application for cash and food assistance iii. iv. Application for medical assistance v. Assistance with medical screening and follow-up medical care to include navigating health care, appointments, prescriptions, transportation, interpretation, etc. vi. Enrollment in, or referral for, other services including: <ul style="list-style-type: none"> • English language programs • Employability service vii. Enrollment and registration of children for school viii. Assistance to males 18-64 years old to register with the Selective Service ix. Legal assistance to help Afghan Humanitarian Parolees apply for asylum and SI/SQ Conditional Permanent Residents remove 	<ul style="list-style-type: none"> • The “foundational” array of services that the Navigators will help newcomers access will include, but not be limited to: <ul style="list-style-type: none"> ○ application for a social security card if applicable; ○ application for cash and food assistance; ○ application for medical assistance; ○ assistance with accessing appointments for medical screening and follow up medical care; ○ referral to other services including courses for: <ul style="list-style-type: none"> ▪ English Language Learners, ▪ Workforce development supports, ▪ Childcare, ▪ Early learning, and ▪ K-12 programs; ○ Registration for the Selective Service’ ○ Legal assistance; and ○ Assistance with filing change of address with all appropriate authorities within 10 days of moving.

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	<p>conditions from their permanent residence</p> <p>x. During the SAPA period, assistance with filing change of address forms with the U.S. Department of Homeland Security and the U.S. Post Office (and Selective Service, as applicable) for all changes of address (including emergency/short-term and long-term housing), within ten (10) days of moving</p>	
<p>Cultural Orientation with appropriate interpretation</p>	<p>To include the following topics, including emergency contacts and procedures as appropriate:</p> <ul style="list-style-type: none"> i. Role of the local resettlement agency or SAPA provider ii. Parole status iii. U.S. laws & law enforcement iv. Your new community v. English vi. Housing vii. Employment viii. Budgeting and personal finance ix. Safety x. Hygiene xi. Cultural adjustment xii. Education xiii. Travel loans, as applicable xiv. Selective Service registration requirements, as applicable xv. Requirements regarding filing change of address forms with the U.S. Department of Homeland Security and the U.S. Post Office (and Selective Service, as applicable) for all changes of address, within ten (10) days of moving 	<ul style="list-style-type: none"> • Coordinate with the DSHS Cultural Orientation Provider to ensure cultural orientation services to SAPA Participants