This Contract is entered into by and between the Washington State Department of Corrections, hereinafter referred to as “Department” or “DOC,” and Integrated Solutions Group, LLC, located at 2233 Nut Tree LP SE, Olympia, WA 98501, and hereinafter referred to as “Contractor,” for the express purposes set forth in the following provisions of this Contract. The Department and Contractor may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS the purpose of this Contract is assist DOC in its efforts to stabilize the Offender Management Network Information system (OMNI).

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

I. CONTRACT TERM

Subject to other Contract provisions, the term under this Contract will be from November 6, 2020 through June 30, 2021, unless sooner terminated as provided herein.

The provisions of Chapter 39.26.140 RCW requires this sole source contract to be filed with and approved by the Department of Enterprise Services (DES). The effective date of this contract is either upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later.

II. RIGHTS AND OBLIGATIONS

All rights and obligations of the Parties to this Contract shall be subject to and governed by the special terms and conditions contained in the text of this Contract instrument, the General Terms and Conditions attached hereto as Attachment A, the Data Sharing Terms attached hereto as Attachment B, and the Statement of Work attached hereto as Attachment C.

III. COMPENSATION AND PAYMENT

A. Amount of Compensation. Total compensation including expenses payable to Contractor for satisfactory performance of the work under this Contract shall not exceed $1,372,500.

B. Compensation is contingent upon Contractor meeting the performance standards and attaining the outcome measures for the contracted services that are detailed in the Statement of Work, Attachment B. Any additional services provided by the Contractor must have the prior written approval of the Department.

C. Time of Payment. Payment shall be considered timely if made by the Department within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. The Department may, at its sole discretion, terminate the
Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

D. Method of Payment. Compensation for services rendered shall be payable upon submittal of properly completed invoices. The Contractor shall submit invoices to the Contract Manager together with a detailed statement of the Contract services performed for which the Contractor is seeking compensation.

E. Invoices Required. Requests for payment under this Contract shall be submitted by the Contractor on Invoices (State Form A-19) prepared in the manner prescribed by the Department. These invoices shall include such information as is necessary for the Department to determine the exact nature of all expenditures. Each invoice will clearly indicate that it is for the services rendered in performance under this Contract.

IV. INSURANCE

A. Contractor shall maintain insurance coverage in full force and effect during the entire term of this Contract as set out below. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give the Department 30 days advance notice of any insurance cancellation.

B. Professional Liability: Contractor shall maintain professional liability insurance during the term of this Contract, including coverage for losses caused by errors or omissions. Such policy shall contain the following limits: Each occurrence - $1,000,000; General Aggregate - $2,000,000.

C. Commercial Form General Liability Insurance (contractual liability included) with minimum limits of $1,000,000.00 for each occurrence and $2,000,000.00 for general aggregate. If the insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Contract. The insurance shall have a retroactive date of placement prior to or coinciding with the commencement of the Term of this Contract.

D. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 per accident.

E. The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

F. Contractor will provide the Department with one copy of the certificate of insurance for each coverage required under the Contract. Each copy will contain the contract number to which it applies at the top and shall be sent to the Contracts and Legal Affairs Section at
V. CONTRACT REPRESENTATIVES

A. The Department’s Contract Manager for this Contract shall be Karen Yandle, CIO, 360-725-8342, kayandle@doc1.wa.gov. The Contract Manager shall be responsible for monitoring the performance of the Contractor, the approval of actions by the Contractor, approval for payment of billings and expenses submitted by the Contractor, and the acceptance of any reports by the Contractor.

B. The Contractor’s representative for this Contract shall be Dillon Mullenix, 360-789-4947, dillon.mullenix@isg-nw.com, who will be contact person for all communications regarding the conduct of work under this Contract.

VII. INDEPENDENT CONTRACTOR STATUS

The Contractor is not an employee of the Department of Corrections. By signing this Contract, the Contractor certifies that he or she is not a current Department employee, and will advise the Department immediately should this status change. This Contract shall become null and void if the Contractor accepts employment with the Department. The Contractor shall not hold himself out as or claim to be an officer or employee of the State of Washington by reason hereof. The Contractor agrees not to make any claim, demand, or application to or for any right or privilege applicable to a Department employee or state of Washington employee including but not limited to, workmen’s compensation coverage or retirement membership or credit or any other benefit which would accrue to a civil service employee.

VIII. INTERPRETATION OF CONTRACT

A. Order of Precedence. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special terms and conditions contained in this basic Contract instrument
- Any other provision, term, or material incorporated herein by reference or otherwise incorporated

B. Entire Agreement. This Contract including referenced schedules represents all the terms and conditions agreed upon by the Parties. No other understanding or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

C. Conformance. If any provision of this Contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

D. Counterparts. This Contract is executed in duplicate originals and each duplicate shall be deemed an original copy of the Contract signed by each Party, for all purposes.
E. Approval. This Contract shall be subject to the written approval of the Department’s authorized representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both Parties.

THIS CONTRACT, consisting of four (4) pages and three (3) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

INTEGRATED SOLUTIONS GROUP, LLC

(Signature)

(Printed Name)

(Title)

(Date)

DEPARTMENT OF CORRECTIONS

(Signature)

Debra J. Eisen

(Printed Name)

Contracts Administrator

(Title)

(Date)

Approved as to Form: This Contract format was approved by the Office of the Attorney General. Approval on file.
DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

1.1 “Contractor” shall mean the individual or entity performing services pursuant to this Contract and includes the Contractor’s owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. “Contractor” shall also include any Subcontractor retained by the Contractor as permitted under the terms of this Contract.

1.2 “Secretary” shall mean the Secretary of the Department of Corrections and designees authorized to act on the Secretary’s behalf.

1.3 “Department” shall mean the Department of Corrections (DOC) of the state of Washington, any division, section, office, unit or other sub-division of the Department, or any of the officers or other officials lawfully representing the Department.

1.4 “Subcontractor” shall mean one not in the employment of the Contractor who, under a separate contract with the Contractor, is performing all or part of the services under this Contract. Contractor shall remain responsible to the Department for any work required under the terms of this contract that is performed by a subcontractor under separate contract to Contractor.

1.5 “Contracts Administrator” shall mean the Administrator of Contracts and Legal Affairs or designee.

1.6 “Contracts and Legal Affairs” shall mean the Department of Corrections (DOC) headquarters contracting office, or successor section or office.

1.7 “Individual” and “Individuals” shall mean person or persons under the jurisdiction of the Department of Corrections.

ACCESS TO DATA

The Contractor shall, at no additional cost, provide access to data generated under this Contract to the Department, the Washington State Joint Legislative Audit and Review Committee, and the Washington State Auditor. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. (See Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35.)
4. **ADVANCE PAYMENTS PROHIBITED**

   No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Department.

5. **AMENDMENTS AND MODIFICATIONS**

   5.1 Amendments and modifications to this contract shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

   5.2 Changes in the rate of compensation must be signed by both parties and shall not be effective until the first day of the month following the last date of signature of the amendment or until the effective date of the amendment if later than the date of last signature.

   5.3 The Secretary may, at any time, by written notification to the Contractor, and without notice to any guarantor or surety, unilaterally amend the scope of work to be performed under the Contract, the period of performance, or the compensation to be paid to the Contractor. These unilateral changes shall be effective as set forth in the amendment or upon signature by the Contracts Administrator, if no date has been set forth.

   5.4 The Contractor will be deemed to have accepted any such unilateral amendment unless, within fifteen (15) calendar days after the date the amendment is signed by the Contracts Administrator, the Contractor notifies the Contract Manager, in writing, of its non-acceptance of such unilateral change. The Contractor and the Department will then use good faith efforts to negotiate an amendment acceptable to both parties.

   5.5 Failure to reach agreement shall constitute a dispute concerning a question of fact within the meaning of the Disputes provision contained in this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as amended. Contractor must continue to provide the contracted services, including any unilaterally amended services, during any period of non-acceptance or negotiation of a unilateral amendment.

6. **ASSIGNMENT**

   Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the Contractor without prior written consent of the Department.

7. **ATTORNEYS’ FEES**

   In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

8. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

   “Confidential Information” as used in this section includes:

   i. All material provided to the Contractor by the Department that is designated as “confidential” by the Department;

   ii. All material produced by the Contractor that is designated as “confidential” by the Department; and
iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8.1 The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the Department or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the Department with its policies and procedures on confidentiality. The Department may require changes to such policies and procedures as they apply to this Contract whenever the Department reasonably determines that changes are necessary to prevent authorized disclosures. The Contractor shall make the changes within the time period specified by the Department. Upon request, the Contractor shall immediately return to the Department any Confidential Information that the Department reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

9. CONFLICT OF INTEREST/ETHICS

9.1 Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Department may, in its sole discretion, by written notice to the Contractor, terminate this Contract if it is found after due notice and examination by the Contracts Administrator that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of or performance under this Contract.

9.2 In the event this Contract is terminated as provided above, the Department shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor. The rights and remedies of the Department provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Contracts Administrator makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this Contract.

10. CONSTRUCTION

Nothing in this Contract shall be construed to create a right enforceable by or in favor of any third party.

11. COPYRIGHT PROVISIONS
11.1 Unless otherwise provided, all materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Department. The Department shall be considered the author of such materials. In the event the materials are not considered “works for hire” under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the Department effective from the moment of creation of such materials.

11.2 Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

11.3 For materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Contractor hereby grants to the Department a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Department.

11.4 The Contractor shall use all reasonable effort to advise the Department, at the time of delivery of materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract.

11.5 The Department shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Department shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

12.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business.

12.2 The Department shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee. The provisions of this section shall survive any termination or the expiration of this Contract.

13. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing.
14. **DISALLOWED CHARGES/DUPLICATE CHARGES/OVERPAYMENT REFUNDS**

14.1 The Contractor is not allowed to charge the Department for a Medicaid service. If the Department has erroneously paid for a Medicaid service charged by the Contractor, that payment is considered an overpayment and shall be deducted from the Contractor’s future payments by the Department.

14.2 The Contractor warrants that the cost charged for services under the terms of this Contract are not in excess of the cost charged to other entities for the same service(s) nor are they a duplicate payment. If the charges are determined to be in excess of those costs charged to other entities or a duplicate charge, the Department is entitled to an overpayment refund for the excess or duplicate charges.

15. **ENTIRE AGREEMENT**

This Contract, all attachments, and future amendments hereto, constitute the entire agreement between the Contractor and the Department and no other statements or representations, written or oral, shall be deemed a part hereof.

16. **FEDERAL IMMIGRATION REFORM AND CONTROL ACT (IRCA)**

During the performance of this Contract, the Contractor shall comply with all requirements of the federal Immigration Reform and Control Act (IRCA) and any regulations adopted by the Department of Justice Bureau of Immigration and Naturalization Services to implement the IRCA. The provisions of this paragraph shall be in addition to any other requirements set forth in the text of the Contract.

17. **GOVERNING LAW**

This contract shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

18. **HEALTH and SAFETY**

18.1 Health. The Contractor shall ensure that all of its personnel assigned to DOC sites is trained in the requirements of Chapter 296-823 WAC, blood borne pathogens. Further, the Contractor shall provide all such personnel with protections from blood borne and other body fluid diseases that meet or exceed the WAC standards for such protection. If the Contractor is a health care provider whose duties include the medical or physical care of Individuals or emergency or medical treatment of employees, the Contractor shall abide by the requirements of Chapter 296-823 WAC as well as standard medical practice.

18.2 Safety. For all work performed under this Contract, the Contractor agrees to comply with Department policies and procedures relative to custody of Individuals and security/operation of the institution such as, but not limited to, fingerprinting, photographs for identification purposes, and searches.

19. **INDEMNIFICATION**

19.1 To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all
claims for injuries or death arising out of or resulting from the performance of the Contract. “Claim” as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

19.2 Contractor’s obligation to indemnify, defend and hold harmless includes any claim by Contractors’ agents, employees, representatives, or any subcontractor or its employees.

19.3 Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor’s or any subcontractor’s performance or failure to perform the Contract. Contractor’s obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

19.4 Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, or employees.

19.5 The provisions of this paragraph shall not apply to any act or omission by the Contractor for which the Department, in the text of this Contract, has agreed to defend and hold the Contractor harmless. The provisions of this section shall survive any termination or the expiration of this Contract.

20. INDEPENDENT CONTRACTOR STATUS

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor will not hold himself or herself out as, nor claim to be, an officer or employee of Washington State in the performance of this Contract. Conduct and control of the work required under this contract is solely with the Contractor.

21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. The Department will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any Sub-contractor, or employee of the Contractor, which might arise under these industrial insurance laws during performance of duties and services under this Contract.

22. LICENSING AND ACCREDITATION STANDARDS

The Contractor shall comply with all applicable local, state and federal licensing and accrediting standards, required by law and necessary in the performance of this Contract.

23. LIMITATION OF CONTRACTING AUTHORITY

Only the Secretary, Secretary’s designee, or Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Secretary, Secretary’s designee, or Contracts Administrator.
24. MAINTENANCE OF RECORDS

24.1 During the term of this Contract and for six (6) years following its termination or expiration, the Contractor shall maintain, and provide DOC or its designee, at no additional cost, with reasonable access to Contractor’s records sufficient to:

   i. Document performance of all services required by this Contract; and

   ii. Substantiate the Contractor’s statement of its organization’s structure, tax status, capabilities, performance and principals; and

   iii. Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor’s invoices to DOC and all expenditures made by the Contractor to perform as required by this Contract.

24.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24.3 Should an audit, conducted under the authority of this section, disclose that the Contractor has been paid by the Department in excess of the agreed upon costs (overpayment), or has been reimbursed by the Department for direct or indirect costs which are disallowed as a result of that audit, then, the Contractor shall, upon demand by the Department, repay such overpayment or reimbursement to the Department without requiring further legal action by the Department.

24.4 The provisions of this section shall survive termination or expiration of this Contract.

25. PUBLIC RECORDS ACT

25.1 This Agreement and all records associated with the performance of this Agreement shall be available from the Department for inspection and copying by the public when required by the Public Records Act, Chapter 42.56 RCW (the "Act").

25.2 If records in the custody of the Contractor are needed by the Department to respond to a request under the Act, as determined by the Department, the Contractor agrees to make them promptly available to the Department. Upon request by the Department, the Contractor further agrees to provide a detailed index of records associated with its performance of the contract. This index will allow for more efficient and accurate identification of potentially responsive records.

25.3 If the Contractor considers any portion of any record associated with the Contractor’s performance under this Agreement to be protected from disclosure under law, the Contractor shall clearly identify the specific information that it claims to be confidential or proprietary when the records are provided to the Department in response to a public records request. The Department retains sole discretion in the appropriateness and application of withholdings and redactions on all records.

25.4 If the Department receives a request under the Act to inspect or copy information identified by the Contractor as confidential or proprietary and the Department determines that release of the information is required by the Act or otherwise is appropriate, the Department’s sole obligation
shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the Department will release the requested information on the date specified with whatever withholdings and redactions it deems proper.

25.5 The Department is not obligated to claim any exemption from disclosure under the Act on behalf of the Contractor. The Department shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The Department shall not be liable to the Contractor for releasing any records in compliance with this section, in compliance with the Act, or in compliance with an order of a court of competent jurisdiction.

26. RECAPTURE OF FUNDS

26.1 In the event that the Contractor fails to perform this contract in accordance with state laws and/or the provisions of this contract, the Department reserves the right to recapture funds in an amount to compensate the Department for the noncompliance in addition to any other remedies available at law or in equity.

26.2 Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the Department. In the alternative, the Department may recapture such funds from payments due under this contract.

26.3 Such right of recapture shall exist for a period not to exceed six years following contract termination. In the event that the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs thereof, including attorneys’ fees.

27. RETIREMENT BENEFIT SUSPENSION – PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

27.1 The Contractor certifies by signing this Contract that the Contractor is not a Public Employee Retirement System (PERS) retiree who retired early under the Public Employees Retirement System (PERS) RCW 41.40.630(3); and if it is found that the Contractor did retire early under the PERS, the Contractor’s retirement benefits may be suspended for the duration of this Contract.

27.2 Further, if the Contractor was a PERS retiree, the Contractor agrees to notify the Department of Retirement Systems (DRS), regarding the execution of this Contract, failure to do so is considered a material breach and may subject the Contractor to damages. In addition, the Contractor certifies that the Contractor does not have a beneficial interest in this Contract as defined in the Executive Ethics Board’s Advisory Opinion 97-07).

28. NONDISCRIMINATION

28.1 During the performance of this contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies.

28.2 In the event of the Contractor’s non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated, in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor may be given a reasonable time in which to cure this noncompliance. Any dispute
shall be resolved in accordance with the “Disputes” procedure set forth herein.

29. PUBLICITY

The Contractor agrees to submit to the Department all advertising and publicity matters relating to this Contract wherein the Department’s name is mentioned or language used from which the connection of the Department’s name may, in the Department’s judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department.

30. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

31. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor’s performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the Department, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

32. RIGHTS AND REMEDIES

The rights and remedies of the Department provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

33. SAFEGUARDING OF INCARCERATED INDIVIDUAL INFORMATION

33.1 The Contractor may use Individual information gained by reason of this Contract only to perform work under the terms of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law, or with the prior written consent of the Department, Individual, or Individual personal representative.

33.2 The Contractor agrees to abide by all present and future federal and state laws and regulations in maintaining the confidentiality of Department files and records, including Criminal History Record Information (CHRI). In the event CHRI is provided to the Contractor, the Contractor shall also abide by all present and future Department rules and regulations governing the use of CHRI.

33.3 The provisions of this section shall survive any termination or expiration of this Contract.

34. SEVERABILITY

The terms and conditions of this Contract are severable. If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.

35. SITE SECURITY
While on Department premises, Contractor, its agents, employees, or subcontractors shall conform in all respects to site security requirements relative to custody of Individuals and security operations, including but not limited to, background check, fingerprinting, photographs for identification, physical safety, fire, and security policies or regulations.

36. SUBCONTRACTING

36.1 Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining the prior written approval of the Contracts Administrator. If the Department approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the Department in writing may:

   i. Require the Contractor to amend its subcontracting procedures as they relate to this Contract;
   ii. Prohibit the Contractor from subcontracting with a particular person or entity; or
   iii. Require the Contractor to rescind or amend a subcontract.

36.2 In no event shall the existence of any subcontract operate to release or reduce the liability of the Contractor to the Department for any breach in the performance of the Contractor’s duties. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are carried forward to any subcontracts.

37. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for the Contractor or the Contractor’s staff shall be the sole responsibility of the Contractor.

38. TERMINATION

38.1 BY CONTRACTOR. The Contractor may terminate this Contract by giving the Department written notice of such termination. No such termination shall be effective until sixty (60) days after the Department has received the Contractor’s written notice of termination, or until such later date as established by the Contractor in the Contractor’s written notice of termination. Contractor shall mail or deliver the Contractor’s written notice of termination to the Contracts Administrator. If the Contractor terminates the Contract, the Department shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

38.2 BY DEPARTMENT FOR CAUSE. The Secretary may, by written notice, terminate this Contract in whole or in part, for failure of the Contractor to perform any of the Contract provisions. In such event, the Contractor shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, i.e., cost of the competitive bidding, mailing, advertising, and staff time. If it is determined for any reason that the Contractor was not in default or that the default was beyond Contractor’s or Sub-contractor’s control, fault or negligence, then the Termination for Default shall convert to Termination for
Convenience.

In the alternative, the Department upon written notice may allow the Contractor a specific period of time in which to correct the non-compliance. During the corrective-action time period, the Department may suspend further payment to the Contractor in whole or in part, or may restrict the Contractor’s right to perform duties under this Contract. Failure by the Contractor to take timely corrective action shall allow the Department to terminate the Contract.

38.3 BY DEPARTMENT FOR CONVENIENCE. The Secretary or designee may terminate this Contract, in whole or in part, when it is in the best interests of the Department. The Department shall give the Contractor written notice of termination at least five days in advance of the effective termination date. When a contract is terminated for convenience, the Department shall only pay, in accordance with the terms of this Contract, for services rendered prior to the effective date of termination.

38.4 BY DEPARTMENT FOR NON-AVAILABILITY OF FUNDS. If the funds the Department relied upon to establish this Contract are withdrawn or reduced, or if new or modified conditions are placed on such funds, the Secretary may terminate this Contract immediately. If this Contract is so terminated, the Department shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination.

39. TERMINATION PROCEDURES

39.1 Upon termination of this contract the Department shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Department, and the amount agreed upon by the Contractor and the Department for:

   i. Completed work and services for which no separate price is stated;
   ii. Partially completed work and services;
   iii. Other property or services that are accepted by the Department; and
   iv. The protection and preservation of property, unless the termination is for default, in which case the Contracts Administrator shall determine the extent of the liability of the Department. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Department may withhold from any amounts due the Contractor such sum as the Contracts Administrator determines to be necessary to protect the Department against potential loss or liability.

39.2 The rights and remedies of the Department provided in this “Termination Procedures” provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. After receipt of a notice of termination, and except as otherwise directed by the Notice, the Contractor shall:

   i. Stop work under the contract on the date, and to the extent specified, in the notice;
   ii. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
iii. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

iv. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent Department may require, which approval or ratification shall be final for all the purposes of this clause;

v. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the contract had been completed, would have been required to be furnished to the Department;

vi. Complete performance of such part of the work as shall not have been terminated by the Department; and

vii. Take such action as may be necessary, or as the Department may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which the Department has or may acquire an interest.

40. TREATMENT OF PROPERTY

The Department, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the Department any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. In all such cases, this "Treatment of Property" provision shall apply.

40.1 Title to all property furnished by the Department shall remain in the Department. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Department upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Department upon i) issuance for use of such property in the performance of this Contract, or ii) commencement of use of such property in the performance of this Contract, or iii) reimbursement of the cost thereof by the Department in whole or in part, whichever first occurs.

40.2 Any property of the Department furnished to the Contractor shall, unless otherwise provided herein or approved by the Department, be used only for the performance of this Contract.

40.3 The Contractor shall be responsible for any loss or damage to Department property that results from the negligence of the Contractor or the failure of the Contractor to maintain and administer that property in accordance with sound management practices.

40.4 If any Department property is lost, destroyed or damaged, the Contractor shall immediately notify the Department and shall take all reasonable steps to protect the property from further damage.

40.5 The Contractor shall surrender all Department property to the Department prior to settlement.
upon completion, termination, or cancellation of this Contract.

40.6 All equipment purchased by the Contractor for the Contractor’s use under the terms of this Contract, that as defined in this Contract provision, is actually owned by the Department, shall be shipped or delivered to the institution/location designated by the Contract Manager for tagging and entry into the DOC Capital Asset Management System (CAMS) before distribution to the Contractor for use.

41. UTILIZATION OF MINORITY-OWNED AND WOMEN-OWNED BUSINESSES

41.1 During the performance of this Contract, the Contractor shall comply with Chapter 39.19 RCW, as now existing or hereafter amended, any rule adopted under Chapter 39.19 by OMWBE and/or any policy or regulation adopted by the Department to effect agency compliance with Chapter 39.19 RCW.

41.2 If the Contractor fails to comply with any contract requirements relative to the utilization of minority and/or women-owned businesses, the Department may take any or all such actions available to the Department under Chapter 39.19 RCW.

41.3 If the Contractor prevents or interferes with any Subcontractor’s compliance with Chapter 39.19 RCW, or submits false or fraudulent information to the Department regarding compliance, the Contractor shall be subject to a fine not to exceed one thousand dollars ($1,000) in addition to any other penalties or sanctions prescribed by law.

42. WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the Department.

43. EQUALITY IN COMPENSATION

43.1 The Contractor must ensure that similarly employed individuals in its workforce are compensated as equals, consistent with the following:

Employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

Contractor may allow differentials in compensation for its workers based in good faith on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

iii. A bona fide regional difference in compensation level must be: consistent with business
necessity; not based on or derived from a gender-based differential; and account for the entire differential.

43.2 This Contract may be terminated if the Department or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

44. ACCESSIBILITY COMPLIANCE

Contractor hereby warrants that any technology provided under this Agreement currently complies, and will continue to comply, with Washington State Office of Chief Information Officer (“OCIO”) Policy 188 (http://ocio.wa.gov/policy/accessibility) and Minimum Accessibility Standard 188.10 (http://ocio.wa.gov/policy/minimum-accessibility-standard). Contractor agrees to promptly respond to and resolve any complaint brought to its attention regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless the Washington State Department of Corrections from any claim arising out of Contractor’s failure to comply with the aforesaid requirements.

45. WORKER’S RIGHTS

Contractor hereby warrants that it does not require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
ATTACHMENT B

DATA SHARING TERMS

I. PURPOSE, USE OF INFORMATION, DATA TRANSMISSION

A. PURPOSE:

1. The purpose of these Data Sharing Terms is to protect confidential Washington State Department of Corrections (“WADOC” or “Department”) data provided to Integrated Solutions Group, LLC (“Recipient”) pursuant to DOC this contract K12341 (“Agreement”).

2. Data will include Category 3 or 4 Confidential Information based upon the classification categories developed by the OCIO (OCIO Standard 141.10). Data will be on an individual-level and non-aggregated, with personal identifiers.

B. USE OF INFORMATION: Any and all data provided to Recipient will be treated in accordance with these Data Sharing Terms.

1. Recipient shall use data provided by WADOC (“WADOC Data”), whether that data originated in WADOC or in another entity other than Recipient, in accordance with OCIO Standard 141.10 and in accordance with all other applicable state and federal laws.

2. Recipient recognizes and agrees that in accordance with Public Disclosure Law and RCW 10.97.040 (4) the public record provided refers solely to operational information in the files of the Department.

3. Recipient acknowledges that any information obtained from the Department is not warranted or guaranteed by the Department in terms of accuracy, timeliness, or completeness. To the extent, if any, that the data will be shared by the Recipient with entities other than WADOC, the Recipient shall include the following statement:

“The data/information contained herein was obtained from the Washington State Department of Corrections (WADOC) on (insert date provided). The WADOC does not guarantee the accuracy, timeliness, or completeness of the data/information supplied on said date.”

II. DATA SECURITY

A. PROTECTION OF DATA: All electronic data provided by WADOC shall be stored on an encrypted hard drive in a secure environment with access limited to the least number of staff needed to complete the purpose of the Agreement.

1. Workstation hard disk drives. Data stored on local workstation hard disks will be encrypted with a FIPS approved cryptographic algorithm. Access will be restricted to authorized users by requiring logon to the local workstation using a unique user ID
and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

2. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders will be encrypted with a FIPS approved cryptographic algorithm. 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 complex 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. Backup copies must be encrypted if recorded to removable media.

3. Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by WADOC on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. This data will be encrypted with a FIPS approved cryptographic algorithm. When not in use, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key combination, or mechanism required to access the contents of the container. Workstations which access WADOC Data on optical discs must be located in an area which is accessible only to authorized individuals, with access controlled though use of key, card key, combination lock, or comparable mechanism.

4. Optical discs (e.g. CDs, DVDs, Blu-Rays) in drives or other devices attached to a network. This data will be encrypted with a FIPS approved cryptographic algorithm. 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 complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. The optical discs must be located in an area which is accessible only to authorized individuals, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

5. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

6. Within these Data Sharing Terms, portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers. Portable media includes, but is not limited to optical media (e.g., CD’s, DVD’s, Blu-Rays), magnetic media (e.g., floppy disks, Zip or Jaz disks or drives,) or flash media (e.g., Compact Flash, SD Card, MMC).
WADOC Data shall not be stored by Recipient on portable devices or media unless specifically authorized within these Data Sharing Terms. If so authorized, the data shall be given the following protections:

i. Encrypt the data with a FIPS approved cryptographic algorithm.

ii. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.

iii. 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.

iv. Physically protect the portable device(s) and/or media by keeping them in locked storage when unused; using check-in/check-out procedures when device or other media is being shared; taking frequent inventories of media, and access to media by users.

v. When being transported outside of a secure area, portable devices and media with confidential WADOC Data must be under the physical control of Recipient’s staff with authorization to access the data.

B. SAFEGUARDS AGAINST UNAUTHORIZED USE AND RE-DISCLOSURE OF DATA: Recipient shall exercise due care to protect all data from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to the Agreement:

1. Access to information provided by WADOC will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Agreement.

2. Recipient will store the information in an area that is safe from access by unauthorized persons during work hours as well as non-work hours, or when otherwise not in use.

3. Unless specifically authorized in these Data Sharing Terms, Recipient will not store any confidential or sensitive data on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs, Ultramobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.

4. Recipient will design, implement and maintain an information security program designed to meet at least an industry standard ability to protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.

5. Recipient shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential or sensitive data.
6. Recipient shall take due care and take reasonable precautions to protect WADOC Data from unauthorized physical and electronic access. Both parties will strive to meet or exceed the requirements of the State of Washington's policies and standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.

III. DATA SEGREGATION

A. WADOC Data must be segregated or otherwise distinguishable from non-WADOC Data, whether held by Recipient or its contractor. This is to ensure that when no longer needed by Recipient, all WADOC Data can be identified for return or destruction. It also aids in determining whether WADOC Data has or may have been compromised in the event of a security breach.

B. WADOC Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-WADOC Data. Or

C. WADOC Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to WADOC Data. Or

D. WADOC Data will be stored in a database which will contain no non-WADOC Data. Or

E. WADOC Data will be stored within a database and will be distinguishable from non-WADOC Data by the value of a specific field or fields within database records. Or

F. When stored as physical paper documents, WADOC Data will be physically segregated from non-WADOC Data in a drawer, folder, or other container.

G. When it is not feasible or practical to segregate WADOC Data from non-WADOC Data, then both the WADOC Data and the non-WADOC Data with which it is commingled must be protected as described in these Data Sharing Terms.

H. If Recipient or its agents detect a compromise or potential compromise of the security such that this data may have been accessed or disclosed without proper authorization, Recipient shall give notice to WADOC within one (1) business day of discovering the compromise or potential compromise. Recipient shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose data may have been improperly accessed or disclosed.

IV. DATA CONFIDENTIALITY

A. Recipient acknowledges the personal or confidential nature of the information and agrees that their staff and contractor staff with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the data. Recipient is responsible for ensuring all these entities abide by the data security provisions within these Data Sharing Terms and within any amendments, attachments, or exhibits to these Data Sharing Terms.
Terms. Recipient acknowledges that the failure to meet the requirements of the preceding sentence may result in the contractor not protecting the data as articulated within these Data Sharing Terms, which is grounds for termination of the Agreement.

1. **Non-Disclosure of Data**

   i. Individuals will access data gained by reason of this Agreement only for the purpose of this Agreement. Each individual with data access shall read and sign Attachment B1, Statement of Confidentiality and Non-Disclosure. A copy of a user’s signed statement must be sent to the WADOC Agreement Administrator prior to permitting that user’s access to WADOC Data. Granting access to any WADOC Data to a user for whom WADOC has not received a signed Statement of Confidentiality and Non-Disclosure may, at WADOC’s discretion, be cause for terminating the Agreement.

   ii. WADOC may, at its reasonable discretion, disqualify at any time any person authorized to access confidential information by or pursuant to these Data Sharing Terms. Notice of disqualification shall be in writing and shall terminate a disqualified person’s access to any information provided by WADOC pursuant to these Data Sharing Terms immediately upon delivery of notice to Recipient. Disqualification of one or more persons by WADOC does not affect other persons authorized by or pursuant to these Data Sharing Terms.

2. **Penalties for Unauthorized Disclosure of Information**

   In the event Recipient fails to comply with any material terms of these Data Sharing Terms, WADOC shall have the right to take such reasonable action as it deems reasonably appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

V. **USE OF DATA**

   A. Recipient agrees to dispose of the data pursuant to Section VI “DISPOSITION OF DATA” after the work that required the data has been completed or upon the expiration of the one (1) year period from the date obtained, whichever occurs first.

   B. These Data Sharing Terms do not constitute a release of the data for Recipient’s discretionary use. The data may be accessed only to carry out the responsibilities specified in the Agreement. Any ad hoc analyses or other use of the data not specified in the Agreement is not permitted without the prior written agreement of WADOC. Recipient shall not disclose, transfer, or sell any such information to any party, except as provided by law or these Data Sharing Terms. Recipient shall maintain the confidentiality of all data and other information gained by reason of these Data Sharing Terms.

   C. Recipient is not authorized to update or change any WADOC Data, and any updates or changes shall be cause for immediate termination of the Agreement.
D. Neither Washington State nor WADOC guarantees the accuracy of the data provided. All risk and liabilities of use and misuse by Recipient employees or agents of information provided pursuant to this Agreement are understood and assumed by Recipient.

E. WADOC Data cannot be re-disclosed or duplicated unless specifically authorized in these Data Sharing Terms.

F. The requirements in this section shall survive the termination or expiration of these Data Sharing Terms or any subsequent agreement intended to supersede these Data Sharing Terms.

VI. DISPOSITION OF DATA

A. Immediately upon expiration or termination of the Agreement, Recipient shall dispose of the data received from WADOC and provide a completed Certification of Data Disposition (Attachment B2) to the WADOC Contract Manager within fifteen (15) days of the date of disposal. Recipient is also responsible for ensuring data shared under these Data Sharing Terms with other entities is also destroyed, and to supply WADOC with written confirmation (Attachment B2). Failure to do so may prevent data share agreements with the organization in the future.

B. Acceptable destruction methods for various types of media include:

1. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

2. For paper documents containing confidential information requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.

3. If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data recipient shall either destroy by incinerating the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive.

4. If confidential or sensitive information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating or crosscut shredding.

5. If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
6. If data has been stored on portable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying the media.

VII. **ON-SITE OVERSIGHT AND RECORDS MAINTENANCE**

Recipient agrees that WADOC shall have the right at any time during the term of the Agreement, during normal business hours and upon reasonable written notice, to monitor, audit, and review activities and methods in implementing the Agreement in order to assure compliance therewith, within the limits of Recipient’s reasonable technical capabilities. Both parties hereto shall retain all records, books, or documents related to these Data Sharing Terms for six (6) years, except data destroyed in Section VI. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.
ATTACHMENT B1

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE

between
Washington Department of Corrections
and
Integrated Solutions Group, LLC
WADOC Contract # K12341

Before you are allowed access to the information in the data, you are required to sign the following statement: As an employee or agent of Recipient, I have access to information provided by the State of Washington, Department of Corrections (WADOC). This information is confidential, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may be used solely for the purposes of work under the above referenced contract.

- I have been informed and understand that all information related to WADOC contract K12341 is confidential and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information contained in this system.

- I also understand that I am not to access or use this information for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of Recipient under this Agreement.

- I agree to abide by all federal and state laws and regulations regarding confidentiality and disclosure of the information related to these Data Sharing Terms.

Employee
I have read and understand the above Notice of Nondisclosure of information.

Supervisor
The employee has been informed of their obligations including any limitations, use or publishing of confidential data.

Signature

Printed Name

Organization

Job Title

Email Address

Date
Certification of Data Disposition

Date of Disposition _____________ Contract K12341

All copies of any data sets related to the above referenced contract have been wiped from data storage systems.

All materials and non-wiped computer media containing any data sets related to the above referenced contract have been destroyed.

All copies of any data sets related to the above referenced contract that have not been disposed of in a manner described above, have been returned to the DOC Contract Manager listed in this Contract.

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in Data Disposition section of the DSA for the above referenced agreement have been fulfilled as indicated above.

__________________________________________
Signature of Recipient Contract Manager

__________________________________________
Printed Name and Title

__________________________________________
Date
OMNI Stabilization Statement of Work (SOW)

Background

- Offender Management Network Information (OMNI) is the primary tool for managing critical business functions required to accomplish the mission of Department of Corrections: To improve public safety by positively changing lives. OMNI is used by DOC to manage facility assignments, food services, community corrections reporting, release calculations, and other core offender management processes. In recent years, executing enhancements within OMNI has been challenging. The technology team responsible for OMNI has struggled with the system regularly producing data irregularities requiring costly manual rework. Given OMNI’s central position within DOC’s service delivery, requests for enhancements and the need to fix bugs in a timely manner is often times urgent. Due to the lack of predictability and reliable code delivery, development of new functionality within OMNI has been on pause for more than 18 months causing the business to deploy inefficient workarounds to accomplish the mission in many cases.

- The goal of OMNI Stabilization is to deliver reliable, consistent functionality to DOC and its business partners such that the pause on new development can be released and critical functionality delivered. The OMNI team is striving to produce greater predictability and timely delivery of capabilities. The agency goal of achieving organizational excellence will be measured by timely delivery of functionality and enhancements within OMNI that are reliable and engender trust with users.

Approach

ISG will work with DOC IT, providing coaching and advisory services on software lifecycle management best practices and mentoring teams through process and tool changes to achieve a trusted, sustainable offender management toolset. ISG will provide specific expertise and product leadership where needed to lead DOC IT through the stabilization roadmap and cultural evolution. In the near term, to achieve reliable and timely delivery on Offender Management functionality supported within OMNI, ISG is partnering with DOC IT to accomplish some foundational work aligned with industry best practices for software development:

1. **Tools: Implement Infrastructure, and Tools Upgrades**
   a. Azure DevOps platform implemented.
   b. Work performed currently in ClearQuest shifted to ADO.
   c. Adoption of Git as the source control standard for all development teams.
2. **Processes: Create and Update**
   
   a. Demand Management
   
   b. Release Management
   
   c. IT Process Improvements

Based on our experience with similar projects, ISG is proposing five swimlanes to stabilize OMNI, release the pause on new development, and deliver critical functionality to the business:

1. **OMNI Code**: Mapping current data structures, advising on the execution of OMNI development (currently hot fixes only, enhancements after unpause).

2. **IT Processes**: how the software development lifecycle is managed. How are requirements captured and communicated? How does requirement map to development map to test map to release? How is code checked out, checked in, and verified? How are dependencies identified and tested?

3. **Infrastructure**: the technical environment – stability, scalability, version management, integration, security posture.


5. **Business processes**: demand management to prioritize inputs into the development cycle and business rules around tolling and data fixes. Assessment and market research to evaluate opportunities to provide a process and technological solution for more reliable and efficient sentencing calculation through a review of the existing OMNI system, a detailed review of the marketplace for viable sentencing calculation solutions, and methods for integrating the existing and possible successor system with these solutions.

The swimlanes will align on industry best practices for software lifecycle management: traceability from business need through requirement, development, and testing; measurement of key indicators to ensure effective execution; security posture and data privacy integrated into the system and code architecture. ISG will provide coaching, mentoring, and advisory services to mature the DOC IT team toward these best practices. The workstreams are captured in the roadmap below.
To execute the stabilization roadmap, ISG is providing expertise in the following areas:

1. **Leadership and Management coaching** – addressing culture, change management, strategy, objectives, vendor management, and execution

2. **Product Owner** – Lead responsible for interfacing with the business analysts, business and users for Offender Management business processes and support tools. The product owner leads the definition of feature enhancements, captures cases for defects, and representing the product in the Demand Management and governance processes.

3. **Product Architect** – The Product Architect is the lead designing the IT environment for operations and development, integrating capabilities associated with infrastructure, database administration, software testing, DevOps, and build automation.

4. **Program Manager** – The OMNI IT Program Manager will facilitate project work in OMNI, including infrastructure upgrades, implementation of development and management tools, and IT development prioritized by the Demand Management process. This resource will focus on communication between teams and bring Agile methodology and concepts like “earned value”. The Program Manager will utilize sprint dashboards, create a work breakdown structures (WBS), and develop Gantt charts to identify dependencies and timelines.

5. **Project Manager** – Project Management expertise as needed to ensure execution of efforts.
6. **Market Research Analyst**—Requirements and marketplace expertise to complete the sentence calculation market research and process assessment work.

ISG’s approach for completing the work is to partner with DOC at every step to ensure we are on track in developing the deliverables in such a manner to achieve the goals and objectives of the Agency. We will share early drafts of deliverables to demonstrate incremental progress and ensure the project meets its schedule. We also will employ our strong project management and stakeholder engagement skills to manage the effort closely so that all tasks are adding value and contributing directly towards one of the deliverables.

**Objectives**

Objectives of OMNI Stabilization include the following:

- Execution quality
- Data confidence, predictability
- Modernize infrastructure
- Effective business partner engagement
- Traceability for requirements, code, test
- Document process improvement opportunities for key functions such as Sentence Calculations

These objectives will provide value to the lines of business in DOC by delivering environmental stability, improving data integrity, increasing feature reliability, decreasing release cycle timelines, and providing transparency with prioritization of new development.

**Scope of Work**

ISG, in providing the expertise described above, will be responsible for partnering with DOC resources to execute the Stabilization roadmap, release the pause on OMNI development, and deliver enhancements to the business according to the Demand Management prioritization. Further, ISG will complete the Sentence Calculation Market Research and Process Assessment as described in this SOW.

**Deliverables**

Deliverables for Stabilization will be monthly activities associated with the roadmap. The focus of ISG’s role is achieving outcomes and completing activities (tools, processes, skill development, etc.). Key milestones are defined and scheduled, but work activities will extend beyond specific products and deliverables.
Resources

<table>
<thead>
<tr>
<th>Team Role</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>ISG Principal &amp; Leadership Advisor</td>
<td>Dillon Mullenix</td>
</tr>
<tr>
<td>ISG Director &amp; Engagement Lead</td>
<td>Jennifer Rosales</td>
</tr>
<tr>
<td>Product Owner</td>
<td>Krista Karell</td>
</tr>
<tr>
<td>Product Architect</td>
<td>Craig Keating</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Steve Suskin</td>
</tr>
<tr>
<td>Market Research and Process Assessment resources</td>
<td>Dave Ruble, Kevin Martin, Chris Hancock</td>
</tr>
</tbody>
</table>

ISG will leverage other members of the ISG team as needed to accomplish the goals of the engagement (e.g. Project Management, Organizational Change Management, Advisors).

Cost

The maximum consideration for the deliverables outlined is $1,372,500. ISG’s hourly rate for the above resources and scope is $180. Invoices will be calculated on a time and materials basis and submitted monthly.