



INTERLOCAL AGREEMENT
Public Institute of Higher Education
Psychological Services

DSHS Agreement Number:
1765-22425

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:
1307-
Contractor Contract Number:

CONTRACTOR NAME Harborview Medical Center		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 325 Ninth Avenue Box 359858 Seattle, WA 98104		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 578-037-394	DSHS INDEX NUMBER 1145
CONTRACTOR CONTACT Eric Owen	CONTRACTOR TELEPHONE (206) 744-6312	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS ericowen@uw.edu
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2800LC-65	
DSHS CONTACT NAME AND TITLE Anne Snook Contract Manager		DSHS CONTACT ADDRESS 500 First Ave S Suite 300 Seattle, WA 98104	
DSHS CONTACT TELEPHONE (206)639-6257	DSHS CONTACT FAX (206)639-6271	DSHS CONTACT E-MAIL ADDRESS snookae@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 10/01/2017	AGREEMENT END DATE 09/30/2019	MAXIMUM AGREEMENT AMOUNT Fee For Service	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:			
<input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements; Exhibit B - Statement of Work; Exhibit C - Program Requirements			
<input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement 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 Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE 		PRINTED NAME AND TITLE Paul Hayes, RN, Executive Director	DATE SIGNED 4.6.18
DSHS SIGNATURE 		PRINTED NAME AND TITLE Andrea Goff, Contracts Manager DSHS/Children's Administration	DATE SIGNED 4/9/2018

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and

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the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

- e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the

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Contract remains valid and in full force and effect.

14. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

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

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

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

Additional General Terms and Conditions – Interlocal Agreements:

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17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. **Hold Harmless.** The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
19. **Ownership of Material.** Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.

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20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

- a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this

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Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

- b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

- 22. Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Agency" means a public or private agency or other organization providing services to DSHS clients.
 - b. "Authorized" means approved by a CA Social Service Specialist as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - c. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - d. "Authorization" means approval by a CA Social Service Specialist, as evidenced by receipt of a written CA referral form; signed by the referring Social Service Specialist.
 - e. "CA" means Children's Administration, which is an Administration within DSHS.
 - f. "Caregiver" means a person such as a parent, foster parent, or head of household, who is responsible for attending to the personal care and daily living needs of a child or independent adult.
 - g. "CFWS" means Child Family & Welfare Services, a program under Children's Administration focused on serving children and families who need ongoing services.
 - h. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - i. "Child Specific Plan" means the list of services, activities or requirements developed in consideration of a specific child's unique needs and behaviors. As appropriate, the plan may also include services, activities or requirements involving the birth/adoptive parents and foster parent placement resource.
 - j. "Child, Youth, or Client" are used interchangeably throughout this contract and shall mean the party served.
 - k. "Client" means any child or adult who is authorized services by DSHS.
 - l. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - m. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.
 - n. "Consultation" means the services rendered by a psychologist whose opinion or advice is requested by the Department in the evaluation and / or treatment of a client. It may also include the opinion and advice the Contractor obtains from an outside, third party individuals recognized in the community as having expertise in order to provide services to the Department.

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- o. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
- p. "Counseling" means employing any therapeutic techniques as described under WAC 246-810-010, RCW 18.19.010. Such therapeutic techniques include but are not limited to social work, mental health counseling, and marriage and family therapy, for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes therapeutic techniques to achieve sensitivity and awareness of self and others and the development of human potential.
- q. "CPS" means Child Protective Services, a program under Children's Administration focused on conducting the initial investigation into allegations of abuse and neglect.
- r. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.
- s. "Current Procedural Terminology", (CPT) for purposes of this Contract, means a set of codes developed by the American Medical Association to identify the types of services to be provided to clients, and corresponding reimbursement rates. CPT codes are included in this contract as additional information to clarify the service that DSHS is requesting.
- t. "Diagnostic and Statistical Manual for Mental Disorder" (DSM), of the most current edition, means the manual published by the American Psychological Association which establishes Diagnostic Criteria, including description, diagnosis, treatment, and research findings for the most common mental disorders.
- u. "Diagnostic Interview Examination" means the face-to-face interview, conducted by a psychologist the focus of which is to discover the patient's main complaint elicited in sufficient detail to permit a comprehensive understanding of the course of treatment needed. The Diagnostic Interview Examination provides the Contractor with a sample of the patient's interpersonal behavior and emotional processes that can either support or qualify diagnostic inferences from the standardized testing conducted with the client, and a review of collateral information. It can also aid in prognosis and treatment planning.
- v. "Diagnostic Tests" means psychometric tests that are included in a psychological evaluation when they are necessary to establish or exclude a diagnosis, to aid in the choice of treatment, or to monitor treatment effects or side effects. Relevant test results are documented in the evaluation, and their importance for diagnosis and treatment is indicated in the case formulation or treatment plan.
- w. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child.
- x. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.

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- y. "Interpreter" means a person who speaks English and another language fluently or signs American Sign Language (ASL) fluently, and provides interpreter services as outlined in WAC 388-03. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively. An interpreter enables clients and medical / health care providers to communicate effectively with each other.
- z. "LEP" means Limited English Proficiency, and indicates an individual's need for additional support and assistance in comprehending the English language.
- aa. "Mental Health Disorder" means any mental illness or disorder as identified and described in the most current edition of the DSM.
- bb. "Neuropsychological testing battery and Neurobehavioral status exam with interpretation and report" means the clinical assessment of the client's cognitive capacity and reasoning skills. This may include assessments of their acquired knowledge, attention, memory, and visual spatial abilities.
- cc. "Psychological Services" means the evaluation, diagnosis, and/or treatment of persons who exhibit symptoms of a mental health disorder.
- dd. "Psychologist" means a person who has been licensed as a psychologist pursuant to chapter 18.83 RCW. Or, has been licensed in accordance with the state regulations where the person lives and practices.
- ee. "Psychological testing with interpretation" means the psycho-diagnostic assessment of personality, psychopathology, emotionality, and intellectual abilities.
- ff. "Psychometric Test" means a standard, valid, current and reliable test that systematically measures an individual's mental processes and behavioral acts.
- gg. "Psychotherapy" means the prescribed and documented course of therapy and/or counseling administered to a client for whom, after adequate evaluation, a mental health professional has diagnosed a need for these services.
- hh. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
- ii. "SSPS" means the DSHS Social Service Payment System, the service authorization and payment system used by DSHS for this Contract.
- jj. "Staffing" means a formal or informal meeting, conducted by a CA Social Service Specialist or CA staff member with one or more of the following persons: other CA staff, professional staff of the Contractor and/or other provider, consultants, parents or others, for the purpose of reviewing or discussing, or for making decisions concerning, a client or case.
- kk. "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.
- ll. "Unsupervised access" per WAC 388-06-0510 means:
 - (1) An individual will or may have the opportunity to be alone with a child, juvenile, or a vulnerable adult; and

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(2) Neither a qualified employee, contract employee, volunteer, or student intern of the agency, or entity nor a relative or guardian of the child, juvenile or vulnerable adult, is present.

mm. "Unusual Incidents" means circumstances or events that concern a child's health, safety or well-being or may impact the child's living situation or permanent plan.

2. **Purpose.** The purpose of these services is to provide a wide range of licensed psychological services as authorized by Children's Administration, to improve the safety of children and the functioning of individuals and families. Services may include psychological evaluations, neuropsychological exams, reports, psychotherapy, and psychological treatment services.
3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children's Administration as described in Exhibit A, and as required in the Section below entitled **Secure Management of Confidential Information**.
4. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.
5. **Program Requirements – Exhibit C.** The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.
6. **Consideration.**
 - a. The Contractor shall agree to accept the DSHS payment as the sole and complete payment for services provided under this Contract.
 - b. The Contractor shall be paid for preauthorized services provided under this CA Contract at the rate in effect at the time services were provided, according to the DSHS published Licensed Psychological Service Fee Tables available at <http://www.dshs.wa.gov/ca/partners/contractRates.asp>.
 - c. CA does not pay for missed appointments, late appointments, or for travel costs.
7. **Billing and Payment.**
 - a. The Contractor must submit a billing statement for psychological services using the Psychological Services Billing Statement provided by CA.
 - b. The billing statement, reports and copies of accompanying referrals shall be submitted within 30 days of the evaluation being completed, or within 30 days of a completed month of therapy or consultation. This information must be submitted to the CA Fiduciary responsible for the office of the service referral. Any billing questions must also be directed to that individual. A list of fiduciaries by CA office is located at <https://www.dshs.wa.gov/ca/contracted-providers/where-send-contracted-billings>
 - c. The Contractor shall attach copies of the written referrals that have been approved and signed by the authorizing CA Social Service Specialist to the billing statement. Reports described in the Statement of Work, must also be submitted with the invoice.
 - d. DSHS shall pay the Contractor only for DSHS clients who have been authorized in writing by DSHS to receive services under this Contract.

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- e. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- f. DSHS will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- g. DSHS will make payment within thirty (30) days of receipt of a properly completed billing packet. DSHS will generate payment through the DSHS Social Service Payment System (SSPS).
- h. Payment shall be dependent upon DSHS receipt of satisfactorily completed reports that conform to the requirements of this Contract.
- i. DSHS may withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

8. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS's rights or remedies available under this Contract.

9. Insurance Documentation

- 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. The Contractor certifies, by signing this Agreement, that it is self-insured as authorized by RCW 28B.20.250 to 28B.20.255 and shall pay for losses for which it is found liable.
- c. The Contractor shall ensure that all subcontractors providing client services under this Agreement meet the insurance requirements specified below.

10. Insurance.

For the purpose of this section, the term "Contractor" as used in the following provisions shall mean the Contractor and its subcontractors, and the term "Contract" shall mean this Agreement and the Contractor's subcontract with a subcontractor.

The Contractor shall ensure that all subcontractors have and maintain insurance with the following types and limits of coverage. The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by this Agreement.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected

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and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Professional Liability Insurance

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

c. Worker's Compensation

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

d. Employees and Volunteers

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

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

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f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

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

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

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

k. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages

11. Braam Considerations

In the event that Children's Administration should need to include additional requirements relating to the services provided under this Contract, as part of CA's obligation to meet the requirements of Braam v. State of Washington, the parties agree to negotiate in good faith the incorporation of such additional requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.

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12. Secure Management of Confidential Information

The Contractor shall ensure that all **Confidential Information** (also referred to as **Personal Information**) as defined in the General Terms and Conditions Section 1, acquired under this contract is used only for the provision of services under this contract and is handled with the utmost confidentiality as described in the General Terms and Conditions, Section 6, *Confidentiality*. In addition:

- a. The Contractor has permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements**.
- b. Failure to comply with applicable requirements may result in termination of this contract.
- c. The contractor shall provide Security Incident Response in accordance with the CA Incident Response Plan for Providers which can be accessed at <https://www.dshs.wa.gov/ca> .

13. Services Authorized as Needed

CA shall request services from the Contractor on an as-needed basis. This Contract does not obligate CA to authorize services from the Contractor.

14. Payment Only for Authorized Services

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

15. Funding Stipulations

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

16. Recovery of Fees for Noncompliance

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

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17. Prohibition of Use of Funds for Lobbying Activities

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

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

18. Business/Financial Assessment

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

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

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

19. Investigations of Contractor or Related Personnel

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

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

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

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20. Removal of Individuals from Performing Services

- a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that Contractor assure DSHS that such individual will not provide services to DSHS clients under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within 24 hours, disallow that person from providing direct services to DSHS clients. Failure to do so may result in a Compliance Agreement and possible suspension or termination of this Contract.

21. Compliance Agreement

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

22. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, "Disputes."

A copy of the regional conflict resolution process is available from the DSHS contact person listed on page 1 of this contract.

23. Disputes

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

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- d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

DSHS/Children's Administration
Attention Contracts Management Unit
P.O. Box 45710
Olympia, WA 98504-5710

- e. This dispute resolution process is the sole administrative remedy available under this Contract.

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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.
 - 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.

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- 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: <https://www.dshs.wa.gov/fsa/central-contract-services/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:

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- 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.
 - (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.

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- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
- j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
- k. Render the device unusable after a maximum of 10 failed logon attempts.

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

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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:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

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

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- (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

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.

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10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval.

STATEMENT OF WORK
Psychological Services

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Authorization of Services and Referral
3. Service Delivery
 - a. Evaluation
 - (1) Psychological Evaluation
 - (2) Neuropsychological testing battery and Neurobehavioral status exam
 - (3) Parenting Evaluation / Parenting Component
 - b. Psychotherapy
 - c. Professional Consultations with CA staff or other authorized parties
 - d. Court Testimony
4. Reports
5. Face to Face Services
6. Peer Consultation
7. Notifications
8. Family Centered Practice Model

The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in this Statement of Work Exhibit.

1. Intent of Services

The intent of this Contract is to provide appropriate and necessary psychological services as described in Section 3 to eligible children and their families.

2. Authorization of Services and Referral

a. Only CA can authorize services. All authorizations must be initiated in writing by CA using the CA referral form, which must be signed by the referring Social Service Specialist, their supervisor, and Area Administrator. All authorizations must be accompanied by a referral letter that provides the following information.

- (1) Identity of the referring CA worker;
- (2) Whether CA is requesting a parenting component /parenting evaluation, and/or a neurological evaluation, in addition to the standard psychological evaluation;
- (3) A list of the supporting documentation that is being sent with the referral; and
- (4) Any special instructions from the referring Social Service Specialist including collateral individuals to contact, questions to be addressed in the report or counseling sessions, and /or time frame to complete the report.

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- b. The Contractor shall not accept a case from CA without a complete written referral on the correct form and an accompanying letter. A complete written referral from CA should include all necessary information to deliver services to the identified client. If the referral is not complete, the Contractor shall not accept the case and shall notify the CA referring Social Service Specialist of that decision.
- c. Allowed hours:
 - (1) Evaluations: The maximum number of allowed hours for a psychological evaluation, and for the additional parenting evaluation/parenting component or neurological component, are stated on the DSHS published Licensed Psychological Service Fee Tables available at <http://www.dshs.wa.gov/ca/partners/contractRates.asp>.
 - (2) Treatment: CA may authorize a maximum of 15 hours of psychological treatment services in a three (3) month period per family or individual. In exceptional cases CA may extend a counseling authorization in additional three month increments via additional referrals.
 - (3) Referrals are valid for a maximum of 180 days. If the Contractor requires additional hours to effectively serve the client, or an extension beyond 180 days, they must obtain an updated referral prior to doing that work.
 - (4) All referrals must be retained in the client's file.

3. Service Delivery

"Psychological Services" means the evaluation, diagnosis, and/or treatment of persons who exhibit symptoms of a mental health disorder. The Contractor shall provide evaluations and/or treatment interventions, including a written report of a client's cognitive, emotional, behavioral and/or social characteristics based on direct examination and interview, appropriate testing, collateral contracts and/or records review, as follows:

a. Evaluation

(1) **Psychological Evaluation (testing with interpretation and report) - CPT 96101**

The Contractor shall conduct a face-to-face direct interview, psycho-diagnostic assessment of personality, psychopathology, emotionality, and intellectual abilities, and utilize standardized, valid and reliable psychological tests. Sufficient data shall be collected to permit a case formulation, and, if requested, to develop an initial treatment plan. The plan should give particular consideration to any immediate intervention that may be needed to ensure the patient's safety, or, if the evaluation is a reassessment of a patient in long-term treatment, to revise the plan of treatment in accord with new perspectives gained from the evaluation. The evaluation must include the following components:

- (a) Diagnostic Interview Examination, taking into consideration the following domains:
 - i. Cognitive, emotional, and behavioral and/or social characteristics of the client;
 - ii. Current mental health status;
 - iii. History of the present illness;
 - iv. Past mental health history;
 - v. General medical history;

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- vi. Family of origin history, including information about significant relationships with parents, siblings, spouses, significant others, family or friends that have bearing on the ability of the client to form and maintain the emotional and protective bonds necessary for successful parenting;
 - vii. Education and employment history;
 - viii. Criminal history;
 - ix. Effect of chemical use and abuse on functional capabilities;
 - x. An account of the client's view of his/her present situation;
 - xi. Clinical diagnosis per current DSM criteria;
 - xii. Prognosis;
 - xiii. Recommendations for treatment or related services, and expected results; and
 - xiv. Additional information as requested by DSHS.
- (b) Diagnostic Tests: A mental status exam is required, plus other tests appropriate to the traits of this evaluation.
- (c) The Contractor shall complete a review of the records the CA staff person sent with the referral. If indicated in the referral letter, the Contractor shall also speak with the identified collateral contact individuals.
- (d) The Contractor shall create a legible written report that includes all of the elements in the Reports section below. The report shall be provided to DSHS within 30 days of the last contact with the client, or by the date specified in the referral letter.
- (2) Neuropsychological testing battery and Neurobehavioral status exam with interpretation and report – CPT 96118**

A neuropsychological assessment is a comprehensive and in-depth evaluation of an individual's general intellect, processing abilities, and cognitive and behavioral functioning, including the client's abilities in sequencing, reasoning, attention, sensory perception, motor skills, visual-spatial skills, language, learning, and memory. The assessment is intended to look for neurobehavioral problems related to acquired or developmental disorders. The client's patterns of strengths and weaknesses should be interpreted from a neurobehavioral point of view, and be used to inform the diagnosis and treatment plan specified in the report. The Contractor shall conduct this in addition to the Psychological Evaluation described above, when requested in the CA referral.

(3) Parenting Evaluation / Parenting Component

A parenting evaluation or parenting component shall provide further examination of the adult client's mental health or behavioral issues, and how these impact their capacity as a parent in general, and their ability to bond with and care for the child(ren) in the referred case. The evaluation shall identify protective factors and risks to the child(ren), and also examine the qualities and characteristics which make this parent more or less fit to meet the identified child(ren)'s specific needs. The evaluation report should clearly state whether the parent is currently able to meet the basic safety and well-being needs of the child(ren), and/or the likelihood of them being able to do so in a given time frame if they successfully participate in specific remedial services. The Contractor shall:

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- (a) Include in their diagnostic interview questions related to the client's family, relationship, and parenting history. This shall include, but is not limited to topics of: domestic violence and child abuse or neglect both in their family of origin, and in their adult relationships. The interview also should cover the client's experiences raising children, and their view of how CA came to be involved in their family's life now, and what must change for the case to be resolved;
- (b) Direct examination and interview of the parent and all children referred, including a minimum of 45 minute observation of parental interactions with a single child; or a minimum 60 minute observation of parental interactions with a sibling group. If there are substantial barriers to observing the family, it must be clearly documented in the case formulation while identifying the source and nature of alternative information used; and
- (c) Utilize standardized, reliable, and validated measures of parenting skills, parenting stresses and potential for abusive behavior. To the degree that they are available and relevant to this evaluation, evidence based measures should be used.

b. Psychotherapy

- (1) "Psychotherapy" means the prescribed and documented course of therapy and/or counseling administered to a client for whom, after adequate evaluation, a mental health professional has diagnosed a need for these services. Family Psychotherapy may be utilized in which the interrelationships of family members are examined during sessions where more than one member is present, to identify and alleviate the problems of one or more of the participants;
- (2) The Contractor shall provide the following psychotherapy services:
 - (a) Therapeutic techniques to assist a client or a family in the amelioration or adjustment of mental, emotional, or behavioral problems;
 - (b) Telephone consultations regarding emergency situations, such as suicide risks;
 - (c) Discussion of mental health issues, as necessary within the limits of confidentiality, with client's relatives or legal guardian;
 - (d) Consultation with potential referral resources as needed; and
- (3) The Contractor shall provide documentation of psychotherapy services as described in the Reports section below.

c. Professional Consultations with CA staff or other authorized parties

- (1) Consultation may take place with DSHS staff designated service providers, legal parties to the case, and/or others involved with a specific client.
- (2) This service must be pre-authorized by the department for one or more of the following purposes:
 - (a) Ensuring the client's transfer to an appropriate level of care when medically necessary;
 - (b) Reviewing the client's treatment plan;

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- (c) Providing client specific training to staff responsible for carrying out the treatment plan;
- (d) Conduct follow-up psychological examinations for clients previously evaluated, including rendering any additional DSM diagnostic hypotheses and related treatment recommendations;
- (e) Discussion of mental health issues, as necessary within the limits of confidentiality, with client's relatives or legal guardian.

(3) Documentation requirements:

- (a) The provider must retain the CA referral form requesting the consultation, and the reason for this service in the patient's medical record;
- (b) The provider must document his or her findings related to consultation activities in the client's medical record. A copy of these findings must be sent to DSHS within 30 days of the consultation.

d. **Court Testimony**

The Contractor shall be available to publicly testify in dependency proceedings based on evaluation, psychotherapy, or consultation services they have provided for a CA client. The Contractor will be compensated separately for this time.

4. Reports

- a. The Contractor shall provide the written reports and other documents indicated in Section 3. *Service Delivery*.
- b. General requirements for reports:
 - (1) Written reports must be submitted by secure email to the CA Social Service Specialist. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/ca/partners/intro.asp>;
 - (2) Reports shall be due per the timelines stated below or as requested in the CA Social Service Specialist's initial referral letter; and
 - (3) DSHS may stop payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete, or not typed and suitable for court presentation.
- c. **Evaluation Reports**. The Contractor shall provide a written evaluation report for each client referred by CA. Information and conclusions contained in an evaluation report must be supported by documents maintained in the individual client case record. The report must address at a minimum:
 - (1) A description as to how the Contractor's time was utilized, including the dates and locations of all contacts with the client, and the dates of contacts with collateral individuals;
 - (2) All of the topics addressed in the Diagnostic Interview Examination. If a topic is not applicable, the report should indicate this;

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- (3) An assessment of the client's current general functioning, and an assessment of the impact of the client's mental health diagnosis and functioning on their ability to parent the children in question;
- (4) Identified parental strengths and deficiencies;
- (5) Intellectual limitations, if any, and the impact of these on the client's current and future ability to parent the children in question;
- (6) A review of substance abuse issues and their impact on the client's current and future ability to parent the children in question;
- (7) An account of the client's views of his/her present situation;
- (8) A description of the standardized or evidence based diagnostic tests used in the evaluation, including:
 - (a) Test findings, if a specific score is reported for the client, the report should also include the associated range of normative values (e.g. a score of 30 to 35 is normal range.);
 - (b) Interpretation of results, including strengths and areas of concern; and
 - (c) Functional limitations of the test.
- (10) Other specific information requested by the referring Social Service Specialist in their referral.
- (11) Analysis and conclusions:
 - (d) Clinical diagnosis per the current DSM;
 - (e) Prognosis;
 - (f) Recommended treatment or services which may improve the client's functioning, and the expected results of these interventions;
 - (g) An assessment of what would be in the best interests of the child(ren) given the psychological, functional, and parenting assessment of the adult;
 - (h) A recommendation regarding the client's ability to parent. Either:
 - i. A recommendation for services and supports needed for the parent to safely parent the child within a 6-12 month time frame including:
 - Recommended services that are reasonably available and likely to remedy the identified parental deficiencies; and
 - Amenability of the parent to engage in and benefit from services needed to remedy the identified parental deficiencies;
 - OR
 - ii. A recommendation that the department pursue a permanent living arrangement for the child that is not with the assessed parent.

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(12) The report shall be provided to DSHS within 30 days of the last contact with the client, or by the date specified in the referral letter.

d. Psychotherapy Reports

(1) Treatment plan must be completed within 30 days of the first contact with the client, and must address at a minimum:

- (a) Date the plan was developed;
- (b) Clinical diagnosis per the current DSM;
- (c) Presenting symptoms, problems, and strengths;
- (d) Current medication(s);
- (e) Treatment modalities which will be used with the client, including frequency and duration of the treatment; and
- (f) Treatment goals and objectives that are:
 - i. Individualized to the client's needs;
 - ii. Appropriate for the identified problems; and
 - iii. Measurable, observable, and time-bound.

(2) Monthly progress reports are due within 10 calendar days of the end of each month, and must address at a minimum:

- (a) Date that the report was written;
- (b) Dates the report covers;
- (c) The modalities and frequencies of the treatment furnished;
- (d) Clinical impressions regarding diagnosis and/or symptoms;
- (e) Assessment of the client's improvement, or the extent of progress toward each goal;
- (f) Modification(s) to the treatment plan; including changes to long or short term goals;
- (g) Safety issues: including report of danger to themselves or others, or a new reported incident of child abuse and neglect;
- (h) Results of any completed testing; and
- (i) Recommendations for follow-up or other services needed.

(3) Discharge summary is due within 30 days of the last visit with the client, and must address at a minimum:

- (a) Problem(s) that led to the treatment;

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- (b) Key findings and treatment results;
- (c) Final diagnoses;
- (d) Brief description of the treatment provided; including modalities and frequencies of the treatment;
- (e) Condition at discharge;
- (f) Reasons for discharge or discontinuing treatment;
- (g) Medications at discharge; and
- (h) Prognosis and recommendations.

e. **Additional Data.** DSHS may request additional measurable service and outcome data for services provided by the Contractor. In the event DSHS so requests, DSHS commits to work with the Contractor to develop data elements. If so requested the Contractor agrees to provide data collection in a manner prescribed by DSHS.

5. Face to Face Services

Contractor shall provide services to the client or client's family face-to-face, i.e., in the same room. Electronic contact (videoconferencing) may be approved by the CA Area Administrator or designee to provide reasonable accommodation for a client or family member with a disability or to a client or family member in a rural area where transportation issues present a barrier to services.

6. Peer Consultation

Contractor shall secure outside consultation from individuals recognized in the community as having expertise to provide peer consultation on a regular basis in conducting client evaluations, assessments, counseling, treatments, testing, and other contracted services. This may include consultations on both clinical and cultural factors. Outside consultations shall be secured at no cost to the client or DSHS. The Contractor shall:

- a. Maintain and have available as part of the Contractor's regular business records, a list of consultants who are utilized and available for consultation;
- b. Ensure that peer consultation with other consultants is an integral part of service delivery;
- c. Maintain a log or other form of written record(s) to document use of consultants and frequency of consultation, which information shall be available to DSHS on request; and
- d. Ensure that during and following any consultation, the consulting professional and the provider will observe all confidentiality rules associated with patient information that are required by law and by their professions.

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7. Notifications

The Contractor shall notify CA in accordance with the "Health and Safety of CA Client Children" Section of Exhibit C – Program Requirements and as described below when the following situations occur. Verbal notification and/or written notification sent by fax or secure e-mail shall be made within the time lines stated.

a. **Immediate notification to CA.** Immediate notification to CA requires the Contractor to:

- (1) Speak with, or leave a voice mail for, the child's assigned Social Service Specialist or their immediate supervisor; AND
- (2) Provide written documentation of concerns to the child's assigned CA Social Service Specialist within 24 hours from the telephone contact via fax or secure e-mail.

b. **Immediate notification is required in the following situations:**

- (1) **Safety Concerns.** The Contractor must provide immediate notification to CA when they become aware of:
 - (a) An allegation of child abuse or neglect;
 - (b) A parent/child relapses with drugs/alcohol;
 - (c) A safety plan that is not followed by the signed agreed parties;
 - (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
 - (e) Any safety concerns related to a missed visit.
- (2) **Unusual Incidents.** The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.

Examples of unusual incidents include, but are not limited to:

- (a) Physical self-abuse or abuse of others;
- (b) Sexual assaults or sexual behaviors that are age inappropriate;
- (c) Severe behavioral incident(s) unlike the child's ordinary behavior;
- (d) Running away;
- (e) Any incident that necessitates medical attention or hospitalization;
- (f) An unexpected adverse reaction to medication, food, etc.;
- (g) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

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c. Notification within 24 hours is required in the following situations:

- (1) **Missed Appointment.** The Contractor shall notify the child's assigned CA Social Service Specialist in writing by fax or secure email within 24 hours if a client misses a scheduled visit or requests to reschedule visits.
- (2) **Change of Address.** The Contractor shall notify the child's assigned CA Social Service Specialist in writing by fax or secure email within 24 hours when the Contractor learns a parent has a change of address.

8. Family Centered Practice Model

The Contractor shall provide services consistent with Solution Based Casework, the family-centered practice model used by the Children's Administration. It shall be the Contractor's responsibility to obtain information on Solution Based Casework from CA. Information about Solution Based Casework is available at <https://www.dshs.wa.gov/ca/advancing-child-welfare/solution-based-casework>.

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Exhibit C

PROGRAM REQUIREMENTS Psychological Services

<u>ORGANIZATION OF PROGRAM REQUIREMENTS</u>	
1.	Licensing or Statutory Requirements
2.	Required License in Good Standing
3.	Qualification Requirements
4.	Staff and Subcontractor Training
5.	No Transportation of DSHS Clients
6.	Client Records
7.	Administrative Records
8.	Personnel and Subcontractor Records
9.	Operating Procedures
10.	Degree Requirements
11.	Background Checks
12.	Health and Safety of CA Client Children
13.	Corporal Punishment Prohibited
14.	Smoking Prohibited in Presence of Client Children and Foster Youth
15.	Culturally Relevant Services
16.	Interpretation and Translation
17.	Confidentiality – Additional Requirements
18.	Auditing and Monitoring
19.	Office of the Family and Children's Ombudsman (OFCO)

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

1. Intent of Services

- a. The Contractor shall meet or exceed all minimum licensing or certification requirements or other requirements as required by statute.
- b. When licensing or certification, or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.
- c. In the event the Contractor's facility license is revoked, or the license expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

2. Required License in Good Standing

- a. If the Contractor or any of the Contractor's staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.

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- d. In the event that a required license or certification is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this contract.

3. Qualification Requirements

The Contractor shall ensure that employees and/or volunteers providing services to DSHS clients under this Contract have the following minimum qualifications:

- a. **Psychologist (Psy.D, Ph.D)” (WAC 246-924-040)** shall be licensed in the State of Washington or in the state where services take place, to practice as a psychologist. The professional shall have training and experience in observation, evaluation, interpretation, and modification of human behavior by the application of psychological principles, methods and procedures for the purposes of preventing or eliminating symptomatic or maladaptive behavior and promoting mental and behavioral health.
- b. The Contractor shall also have education and training that includes:
 - (1) For Psychological Evaluations of Children. The effects of early childhood trauma (physical abuse, sexual abuse, emotional abuse, neglect, domestic violence) on the cognitive, social, and emotional development of children;
 - (2) For Psychological Evaluations of Adults, or Teens in a Parenting Role. The effects of early childhood trauma (physical abuse, sexual abuse, emotional abuse, neglect, domestic violence) on adult mental health functioning and ability to safely parent;
 - (3) Substance abuse and recovery issues;
 - (4) Impact of mental health issues on the ability to safely and appropriately parent; and
 - (5) Dynamics of relationships which include domestic violence and the implications of this on child safety.

4. Staff and Subcontractor Training

The Contractor shall provide training for staff as follows:

- a. Confidentiality Training/Information. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.
- b. Mandated Reporter Training.
 - (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and view the materials in CA's Mandated Reporter Toolkit within 30 days of the effective date of a first time CA Contract and annually thereafter.
 - (2) The Contractor shall also ensure all newly hired employees, subcontractors, and volunteers who are mandated reporters or who have access to children read and view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment.
 - (3) After reading and reviewing the materials, each individual shall sign and date a statement

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acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.

- (4) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address:
<http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>

5. No Transportation of DSHS Clients

The Contractor shall not transport DSHS clients under this contract.

6. Client Records

The Contractor shall maintain individual client records and shall promptly submit to DSHS a copy of such records upon request. At a minimum, individual client records must include:

- a. A copy of all CA referrals and referral letters received on a given client;
- b. Documentation in support of the evaluation report to include:
 - (1) The completed standardized or other assessment tools;
 - (2) Any historical and/or collateral documents or previous assessments which were reviewed; and
 - (3) Sufficient counseling or progress notes to support the analysis, recommendations and conclusions in the report.
- c. Hours of service provided to client to include: date and location of service, type of service, number of hours provided and outcome of service;
- d. Clinical consultation log;
- e. Description of the client's progress in complying with case plans;
- f. Contacts with the client related to psychotherapy or consultation to include:
 - (1) Date of contact,
 - (2) Name of member(s) present; and
 - (3) Charting notes;
 - (4) Documentation of all collateral contacts.

7. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and compliance agreements and actions taken. Documentation of all costs associated with service provided under this Contract.

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- c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- d. Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- e. A copy of any subcontract or other agreement for subcontracted services and the provider's qualifications;
- f. Copy of the Certificate of Insurance for each subcontractor; and
- g. Protected group data:
 - (1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
 - (2) A list of all clients served that addresses date of birth, sex, and race.

When collecting protected groups' data, the Contractor shall inform staff and clients that:

- (a) The furnishing of the information is entirely voluntary; and*
- (b) The refusal to furnish the data shall not have adverse effects.*

8. Personnel and Subcontractor Records

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, and (3) any subcontractor's staff and employees who may have contact with DSHS clients in performing duties or providing services under this Contract:

- a. DSHS criminal history background check approval;
- b. Any other criminal history background checks;
- c. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- d. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- e. Documentation of academic history and credentials, as applicable;
- f. Employment and experience history;
- g. Job description;
- h. Annual performance evaluations;
- i. Training records, as applicable;
- j. Hours worked and payment records;
- k. Staff training log;

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- l. Signed statements acknowledging duty to report child maltreatment;
- m. Signed statements to adhere to confidentiality of client information; and
- n. Copy of each signed subcontract or other agreement for any subcontractors.

9. Operating Procedures

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address:
 - (1) Referral process steps;
 - (2) Communication links (contact persons);
 - (3) Case updating requirements;
 - (4) Case termination and extension procedures;
 - (5) Scheduling process;
 - (6) Training collaboration, if any;
 - (7) Report and feedback process; and
 - (8) Emergency procedures.
- b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on page 1 of this Contract.
- c. The Contractor and CA shall each retain a copy of the written operating procedures.

10. Degree Requirements

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

- a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;
- b. The degree must be awarded by a public or private 4-year or 2-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:
 - (1) MSA – Middle States Association
 - (2) NWCCU – Northwest Commission on Colleges and Universities

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- (3) NCA – North Central Association of Colleges and Schools
 - (4) NEASC – New England Association of Schools and Colleges
 - (5) SACS – Southern Association of Colleges and Schools
 - (6) WASC – Western Association of Schools and Colleges
- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.
 - d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.
 - e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: www.chea.org.
 - f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

11. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06, or successor statutes has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), or successor statute, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.
- f. Background checks are valid for 3 years from the date of the clearance letter, and then must be renewed. Clearances must also be repeated when an individual changes employers.

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12. Health and Safety of CA Client Children

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA Social Service Specialist and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA Social Service Specialist and to CPS Intake.
- b. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring CA Social Service Specialist. The Contractor shall follow verbal notification by written notification within 24 hours to the CA Social Service Specialist and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".
- d. Written notification required by the Contractor shall include notification by fax or by e-mail.

13. Corporal Punishment Prohibited

Corporal punishment of children in the Department's care or custody is prohibited. Corporal punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor's agents and employees, shall not administer corporal punishment to children served under this Contract.

14. Smoking Prohibited in Presence of Client Children and Foster Youth

Smoking in the presence of client children, including the use of e-cigarettes, is prohibited. This prohibition extends to, but is not limited to, the following circumstances:

- a. When transporting client children under age 18 and foster youth 18 to 21 years of age;
- b. When there is direct contact with client children under age 18 and foster youth 18 to 21 years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

15. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer. More information may be found at <http://www.dshs.wa.gov/sites/default/files/SESA/odi/documents/CA-2014.pdf>.

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16. Interpretation and Translation

- a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.
- d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

17. Confidentiality – Additional Requirements

This Contract imposes the following additional requirements to the section titled *Confidentiality*, set forth as one of the General Terms and Conditions of this Contract:

- a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.
- b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA's website, located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

18. Auditing and Monitoring

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

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19. Office of the Family and Children's Ombudsman (OFCO)

- a. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.
- b. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.