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|  | | INTERLOCAL AGREEMENT Foster Care Assessment Program (FCAP) | | DCYF Agreement Number: 2065-86142 | |
| This Agreement is by and between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. | | | | Program Contract Number: 1501- Contractor Contract Number: | |
| CONTRACTOR NAME | | | CONTRACTOR doing business as (DBA) | | |
| Harborview Medical Center | | | Harborview Abuse and Trauma Center | | |
| CONTRACTOR ADDRESS | | | WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) | DCYF INDEX NUMBER | |
| 325 Ninth Avenue Mailstop 359947 Seattle, WA 98104-2420 | | | 578-037-394 | 1145 | |
| CONTRACTOR CONTACT | | CONTRACTOR TELEPHONE | CONTRACTOR FAX | CONTRACTOR E-MAIL ADDRESS | |
| Rima Ellard | | (206) 744-1685 | (206) 744-1614 | rellard@uw.edu | |
| DCYF ADMINISTRATION | | DCYF DIVISION | | DCYF CONTRACT CODE | |
| Department of Children, Youth, and Families | | Children, Youth and Families | | 2000LC-65 | |
| DCYF CONTACT NAME AND TITLE | | | DCYF CONTACT ADDRESS | | |
| Dianne Thompson Contracts Manager | | | 1115 Washington Street SE Olympia, WA 98504 | | |
| DCYF CONTACT TELEPHONE | | DCYF CONTACT FAX | | DCYF CONTACT E-MAIL ADDRESS | |
| (360)902-7732 | | (360)902-7903 | | Dianne.Thompson@dcyf.wa.gov | |
| IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? | | | CFDA NUMBER(S) | | |
| No | | | | | |
| AGREEMENT START DATE | | AGREEMENT END DATE | | MAXIMUM AGREEMENT AMOUNT | |
| 07/01/2020 | | 06/30/2021 | | \$666,026.00 | |
| 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; Exhibit D - FamLink Access 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 DCYF only upon signature by DCYF. | | | | | |
| CONTRACTOR SIGNATURE | | PRINTED NAME AND TITLE | | DATE SIGNED | |
| <i>Paul Hayes</i> | | Paul Hayes Chief Executive Officer | | 6/23/2020 | |
| DCYF SIGNATURE | | PRINTED NAME AND TITLE | | DATE SIGNED | |
| <i>Dianne E. Thompson</i> | | Dianne E. Thompson, HQ Contracts Manager | | 7/16/2020 | |

DCYF General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" or "Agreement" means the entire written agreement between DCYF 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.
 - b. "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.
 - c. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - d. "DCYF Contracts Department" means the Department of Children, Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - e. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - 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. "Program Agreement" means an agreement between the Contractor and DCYF containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DCYF.
 - h. "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/>.
 - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - j. "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.
 - k. "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 DCYF.

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4. Billing Limitations.

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DCYF 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 DCYF 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. 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 DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

7. 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.

8. 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.

9. Inspection.

The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF 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.

10. 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.

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11. **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.
12. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
13. **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; Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
14. **Termination Due to Change in Funding.** If the funds DCYF 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, DCYF 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.
15. **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 DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DCYF.

Additional General Terms and Conditions – Interlocal Agreements:

16. **Disputes.** Both DCYF 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 DCYF (“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

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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.

17. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DCYF harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DCYF shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DCYF's performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

18. Ownership of Material.

Material created by the Contractor and paid for by DCYF as a part of this Contract shall be owned by DCYF and shall be "work made for hire" as defined by Title 17 USCA, Section 101. 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 which the Contractor uses to perform the Contract but is not created for or paid for by DCYF is owned by the Contractor and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

19. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

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- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned 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 DCYF 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 DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.

20. 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 Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given fifteen (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 thirty (30) calendar days' written notice to the other party.
- c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DCYF 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.

- 21. 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.

- 1. Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. ““Abuse of Client” means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
 - b. “Agency” means a public or private agency or other organization providing services to DCYF clients.
 - c. “Agreement” means this Interlocal Agreement, including all Exhibits and other documents attached or incorporated by reference.
 - d. “Authorized” with respect to provision of services means approved by a DCYF Social Service Specialist as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - e. “Client” means any child or adult who is authorized services by DCYF.
 - f. “Compliance Agreement” means a written plan approved by DCYF 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.
 - g. “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.
 - h. “Contract” as the term may appear in this Agreement, means this Interlocal Agreement.
 - i. “Corporal Punishment” means any act that willfully inflicts or causes the infliction of physical pain on a child.
 - j. “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.
 - k. “Debarment” means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - l. “EBP” means a therapeutic practice that has been evaluated under the by the California Evidence-Based Clearinghouse (CEBC); and has received a Scientific Rating scale of three (3) or lower. A low score on the CEBC Scientific Rating scale indicates a greater level of research support. Specific criteria for each classification system can be found at: <http://www.cebc4cw.org/ratings/scientific-rating-scale>
 - m. “FamLink” means DCYF’s Statewide Automated Child Welfare Information System (SACWIS). This information system supports case management, licensing and service delivery for DCYF.
 - n. “FCAP” means the Foster Care Assessment Program.

- o. "FCAP Evaluator" means a Contractor staff or their appointed representative who, along with the authorized subcontractors identified below, completes the assessment in accordance with the Statement of Work attached as Exhibit B.
 - p. "FCAP Lead(s)" means a DCYF employee who act as liaison(s) between Contractor and the DCYF HQ Program Manager.
 - q. "Site" means a location at which the services under this Agreement are provided.
 - r. "Social Service Specialist" means the assigned DCYF social worker.
 - s. "SPAR" means Services and Permanency Assessment Report, an assessment of the child and / or family including an in-depth analysis of permanency and well-being recommendations.
 - t. "SSPS" means the DCYF Social Service Payment System, the service authorization and payment system used by DCYF for this Contract.
 - u. "Staffing" means a formal or informal meeting, conducted by a DCYF Social Service Specialist or DCYF staff member with one or more of the following persons: other DCYF 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.
 - v. "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 Agreement.
2. **Purpose.** The purpose of this Contract is to provide, on a statewide basis, multi-disciplinary consultation and assessments of children and youth identified by DCYF normally for the most complex DCYF cases. The program will provide permanency consultation, assist the DCYF workers in implementing a permanent plan, and to help meet the needs of the child and family through provision of care coordination and systems navigation.
 3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A, as required in the Section below entitled Secure Management of Confidential Information.
 4. **Statement of Work – Exhibit B.** The Contractor shall provide the 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 Agreement, as stated in the Program Requirements attached as Exhibit C.
 6. **FamLink Access Requirements - Exhibit D:** The Contractor shall comply with the terms for the use and access to FamLink, attached as Exhibit D.
 7. **Consideration.** The Contractor shall be paid, as follows, for the services specified below:
 - a. Maximum Agreement Amount: The maximum amount of total consideration payable to the Contractor for satisfactory performance of services under this Agreement is the amount of **\$666,026**. Of the maximum amount, up to **\$478,520** is available for **152 Assessments. A flat fee of \$139,654 for up to 260 consultations;** an additional annual amount of up to **\$47,852** is available as a **performance based incentive payment.**

b. Rates:

- (1) Permanency Planning Consultation: Flat fee of \$139,654 annually to be distributed in equal quarterly amounts of \$34,913.50.
- (2) Standard Assessment: \$2,785 per assessment.
- (3) Comprehensive Assessment: \$3,985 per assessment.
- (4) If a case assessment process has been initiated, but is not ultimately completed due to DCYF case management direction, then DCYF Program Manager and Contractor will mutually agree to a pro-rated amount for the work completed. The pro-rated amount shall be determined by a mutually agreed upon percentage of completion, with regard to the incomplete assessment. Conversely, if a case assessment process has been initiated, but is not completed due to the direction of Contractor, then DCYF shall not be liable for any outstanding values with regard to the incomplete assessment.
- (5) Contractor shall utilize the SSPS Payment System, as specified below, for reimbursement of the Foster Care Assessment Rate.

c. Performance Based Incentive Payment: In addition to the per assessment rate, as specified above, the Contractor shall also be eligible for periodic Performance Based Incentive Payments. The maximum annual amount to be distributed in equal quarterly amounts of \$11,963 (not to exceed the annual total of \$47,852 shall be awarded on or around Q1 9/30/18, Q2 12/31/18, Q3 3/31/19, Q4 6/30/19 when each of the Performance Benchmarks identified below are satisfied at a minimum rate of 85% and:

(1) Performance Benchmarks for FCAP Standard Assessment

- (a) Final Services/Permanency Assessment Report (SPAR) will be completed within 28 days of assignment; AND
- (b) The final SPAR includes at a minimum three (3) collateral contacts;
- (c) The final SPAR includes attempt to contact with biological parents, when parental rights are intact and reunification is the primary permanency plan at the time of the assessment; and
- (d) The final SPAR includes accessible, available and culturally appropriate Evidenced Based Practice (EBP) recommendations.

(2) Performance Benchmarks for FCAP Comprehensive Assessment

- (a) Final Services/Permanency Assessment Report (SPAR) will be completed within 56 days of assignment;
- (b) The final SPAR includes at a minimum five (5) collateral contacts;
- (c) The final SPAR includes attempt to contact with biological parents, when parental rights are intact; and
- (d) The final SPAR includes accessible, available and culturally appropriate Evidenced Based Practice (EBP) recommendations.

- (3) Payment of Performance Based Incentive: Reimbursement for all Performance Based Incentive Payments shall be made using the A-19 Invoice Voucher process, as outlined below.

8. Billing and Payment.

- a. SSPS Billing: DCYF shall pay the Contractor monthly for ongoing services provided to DCYF clients. Payment shall be dependent upon DCYF receipt of satisfactorily completed reports that conform to the requirements of this Agreement. The Contractor shall receive invoices generated by the Social Service Payment System (SSPS).
- (1) The Contractor shall verify that services stated on the invoices were delivered by indicating in the total units block of Form DCYF 09-141 or equivalent, and shall return (or call in) the invoices as directed by SSPS. DCYF shall use the verified SSPS invoice to generate payment to the Contractor. In case of any problem with an SSPS invoice, the Contractor shall contact the regional fiduciary as identified by the regional contract manager
 - (2) Claims for payment must be received by DCYF no later than sixty (60) days from the date services were rendered.
 - (3) DCYF will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
 - (4) DCYF may stop payment to the Contractor if reports required under this Agreement are delinquent, i.e., not submitted within ten (10) working days of the due date, or incomplete.
 - (5) DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.
- b. A-19 Invoice Voucher: The Contractor shall submit a quarterly invoice for the Permanency Planning Consultation Payment (\$34,913.50/quarter) and the Performance Based Incentive Payment under this Agreement on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DCYF. The Contractor shall bill for each Performance Based Incentive Payment a separate A-19, no later than the 15th day of the month following the end of the quarter.
- (1) The invoice shall state the amount of each cost or expense incurred by the Contractor during the quarter to provide services under this Agreement. Invoiced costs or expenses listed in the invoice must match the corresponding items listed in the section entitled "Consideration".
 - (2) The cost or expense incurred and billed for each such item shall be charged in accordance with the rates specified in the section entitled "Consideration". The cumulative dollar amount for each such item, for all invoices submitted by Contractor for services provided during the term of this Agreement, shall not exceed the Maximum Agreement Amount.
 - (3) Invoices shall include such information as is necessary for DCYF to determine the exact nature of all expenditures.
 - (4) The voucher shall clearly identify the type of services and indicate that it is for "PERFORMANCE BASED INCENTIVE PAYMENT UNDER DCYF AGREEMENT NO. **2065-86142** FOR THE _____ QUARTER OF 2020/2021"
 - (5) The combined A-19 invoice voucher showing each program's expenditures under this Agreement shall be submitted to:

Trishia Benshoof DCYF Program Manager
Department of Children, Youth, and Families
PO Box 40983
Olympia, WA 98504-0983

Email: Trishia.benshoof@dcyf.wa.gov

Telephone: (360) 902-8468 (office)
(360) 789-0049 (cell)

- c. The Contractor shall contact the DCYF Program Manager identified above concerning billing questions.
- d. Payment. Payment shall be considered timely if made by DCYF within thirty (30) days after receipt and acceptance by DCYF of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Agreement. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Agreement.

9. Insurance.

- a. DCYF 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 checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

PH The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DCYF, provide certificates of insurance to that effect to the DCYF contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include 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, DCYF, its elected and appointed officials, agents, and employees shall be named as additional insureds.

10. Insurance Requirements

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

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DCYF with a waiver of subrogation or name DCYF as an Additional Insured.

c. 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.

d. 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 DCYF 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.

e. 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.

f. 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.

g. Separation of Insureds

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

h. 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.

i. Evidence of Coverage

The Contractor shall, upon request by DCYF, 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.

j. Material Changes

The insurer shall give the DCYF 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 DCYF 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DCYF 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 DCYF 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.

i. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DCYF for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

11. Subcontracting

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

- a. The Contractor may select subcontractors to support Contractor in providing Foster Care Assessment Services under this Agreement on a statewide basis.
- b. Contractor shall ensure that its subcontractors notify the FCAP DCYF Program Manager when staff changes occur.

12. Payment Only for Authorized Services

DCYF shall pay the Contractor only for authorized services provided in accordance with this Agreement. If this Agreement is terminated for any reason, DCYF shall only pay for performance

rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

13. Overpayments and Assertion of Lien

In the event that DCYF establishes overpayments or erroneous payments made to the Contractor under this Agreement, DCYF may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DCYF, or by doing both.

14. Secure Management of Confidential Information

The Contractor shall ensure that all **Confidential Information** (also referred to as **Personal Information**) as defined in **Exhibit A – Data Security Requirements** acquired under this Agreement is used only for the provision of services under this Agreement and is handled with the utmost confidentiality as described in the **Exhibit A - Data Security Requirements**. In addition:

- a. The Contractor has permission to use mobile devices under this Agreement 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 Agreement.
- c. The Contractor shall provide Security Incident Response in accordance with the Provider Instructions for Breach Situations found within the **DCYF Security for Providers** document, which can be accessed at: <https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf>.

15. Services Authorized as Needed

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

16. Payment Only for Authorized Services

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

17. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Agreement 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 Agreement, 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 Agreement as match toward federal funds without the prior written permission of DCYF.
- 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 Agreement.

18. Recovery of Fees for Noncompliance

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

19. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement 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 Agreement, at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

20. Business/Financial Assessment

The Contractor authorizes DCYF 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 Ag. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business.

DCYF may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DCYF, 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 agreement.
- 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 (5) years of the start date of the agreement.

21. Investigations of Contractor or Related Personnel

DCYF may, without prior notice, suspend the Contractor's performance of the Agreement 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 DCYF 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 DCYF, adversely affect the delivery of services under this Agreement or the health, safety or welfare of DCYF clients.
- c. DCYF 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 DCYF clients, until the investigation is concluded and a final determination made by the investigating agency.

22. Removal of Individuals from Performing Services

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

23. Compliance Agreement

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

24. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Agreement, 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 General Terms and Conditions, Section 16 - **Disputes**.

A copy of the regional conflict resolution process is available from the DCYF Contact person listed on page 1 of this Agreement.

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
3. Scope of Protection
4. Compliance with Laws, Rules, Regulations, and Policy
5. Administrative Controls
6. Authorization, Authentication, and Access
7. Protection of Data
8. Method of Transfer
9. System Protection
10. Data Segregation
11. Confidentiality Protection
12. Data Disposition
13. Data shared with Subcontractors
14. Notification of Compromise or Potential Compromise
15. Breach of Data
16. Public Disclosure

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 DCYF Confidential Information and who has been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DCYF 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. "Confidential Information" 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. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information, Category 4 Data, Sensitive Personal Information, or Materials.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "FedRAMP" means the Federal Risk and Authorization Management Program (see <https://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.
- j. "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.
- k. "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.
- l. "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.
- m. "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.

- n. "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.
 - o. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - p. "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.
 - q. "Sensitive Personal Information" means personally identifying information including, but not limited to: names, addresses, health information, GPS [Global Positioning System] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information, and any financial identifiers.
 - r. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
 - s. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF 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.
 - t. "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 DCYF Information Security Policy and Standards Manual.
 3. **Scope of Protection.** Applies to Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.
 4. **Compliance with Laws, Rules, Regulations, and Policies.** For Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:

- a. All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials; and
- b. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials.

5. Administrative Controls. The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. Security awareness training for all staff, presented annually, as follows:
 - (1). Contractor staff responsibilities under the Contractor's security policy;
 - (2). Contactor staff responsibilities as outlined under contract Exhibit A; and
 - (3). Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: <https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf>

6. 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 that:
 - (1). Govern access to systems; and
 - (2). Govern access to paper/hard copy documents and files.
- 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 staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member 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 Data is removed within twenty-four (24) hours:
 - (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; and
 - (4). When the staff member has been suspended from performing services under this Contract.

- f. Have a process to review and verify, quarterly, that only authorized users have access to systems containing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, or Materials;
- 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 eight (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; and
 - (4). That passwords are significantly different from the previous four (4) passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials 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 that include:
 - (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 fifteen (15) minutes of inactivity; and
 - (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 five (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); and
 - (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 (6) alphanumeric characters;
 - (2). Contain at least three unique character classes (upper case, lower case, letter, number); and
 - (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 five (5) failed logon attempts.

7. 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.
- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DCYF 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 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 DCYF 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.**
 - (1). All paper documents must be protected by storing the records in a Secure Area, with access controlled through use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.

(2). When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.

(3). Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle.

(4). Paper documents will be retained in a Secure Area, per the state of Washington records retention requirements.

f. Data storage on portable devices or media.

(1). Except where otherwise specified herein, 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; and

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

(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 fifteen (15) minutes; and

(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 quarterly inventories.

(2). When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted. Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

g. Data stored for backup purposes.

(1) DCYF 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 DCYF Confidential Information still exists upon it, refer to Section 12 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 DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

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

- (1). Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a). Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed;
 - (b). The Data will be Encrypted while within the Contractor network;
 - (c). The Data will remain Encrypted during transmission to the Cloud;
 - (d). The Data will remain Encrypted at all times while residing within the Cloud storage solution;
 - (e). The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;
 - (f). The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks;
 - (g). The Data will not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF or Contractor's network; and
 - (h). Access to the cloud storage requires Multi Factor Authentication or Two Step Authentication.
- (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.

8. **Method of Transfer.**

- a. All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the state of Washington with login and hardened password security.
- b. 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 DCYF's website, located at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

9. **System Protection.** To prevent compromise of systems which contain DCYF Data or through which that Data passes:

- a. Systems containing Data must have all security patches or hotfixes applied within three (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 Data shall have an Anti-Malware application, if available, installed; and
- 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.

10. Data Segregation.

- a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether 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:
 - (1). Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or;
 - (2). Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or;
 - (3). Data will be stored in a database which will contain no non-DCYF data; and/or;
 - (4). Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and
 - (5). When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

11. Confidentiality Protection. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:

- a. Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract;
- b. Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law;
- c. 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 DCYF; and
- d. Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), which can be found at this webpage: <https://www.dcyf.wa.gov/forms>. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

(1). DCYF approves the Contractor’s Staff person(s) or Subcontractors’ Staff person(s), to work on this Contract; and

(2). If requested by DCYF, Contractor must submit the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) or Subcontractors’ Staff person(s).

12. Data Disposition. Contractor is responsible to ensure that all Data, including paper and electronic records, is retained pursuant to Washington State retention standards. Prior to the destruction of any Data, the DCYF Contact specified for this contract, must be notified in writing and permission given in writing to destroy any such Data. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.

a. Once written permission to destroy Data has been granted by DCYF to the Contractor, the following acceptable methods of destruction must be used:

| 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 |

b. If any Data is required to be destroyed pursuant to this Section, within fifteen (15) calendar days after completion of such destruction the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition, which can be found at this webpage:

<https://www.dcyf.wa.gov/forms>.

13. Data shared with Subcontractors. If 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 DCYF Contact specified for this contract for review and approval.

- 14. Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DCYF shared Data must be reported to the DCYF Contact designated in the Contract within one (1) business day of discovery. If no DCYF Contact is designated in the Contract, then the notification must be reported to the DCYF Privacy Officer at: dcyfprivacyofficer@dcyf.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 DCYF.
- 15. Breach of Data.** In the event of a breach by the Contractor of this Exhibit and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
- a. Terminate the Contract;
 - b. Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; or
 - c. Suspend the Contractor's access to accounts and other information.
- 16. Public Disclosure.**
- a. If a third party requestor seeks information of the Contractor for DCYF Data, a copy of the notice/request shall be emailed to DCYF by way of the DCYF Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within three calendar (3) days of third party request.
 - b. DCYF Contracts and Procurement Office will respond to the Contractor on how to proceed with the request within five (5) calendar days of receiving such notification.

STATEMENT OF WORK

Foster Care Assessment Program

ORGANIZATION OF STATEMENT OF WORK

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. | <ol style="list-style-type: none"> Intent of Services Summary of Needs and Objectives Service Delivery Outcome Collaboration Eligibility for Assessment Assessment Issues for Review Case Review, Assessment and Follow-up Reports |
|--|--|

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

1. Intent of Services

Foster Care Assessment Program services are to provide assessments and consultations for children and youth identified by DCYF according to eligibility requirements set forth below. Services performed by the Contractor shall include follow-up as needed to assist the DCYF Social Service Specialist to implement a permanent plan, and to help meet the needs of the child and family through provision of direct services and referral of the family to community resources.

2. Summary of Needs and Objectives

The Contractor shall take such steps and implement such procedures to meet the following identified needs and objectives of this program for providing foster care assessment services:

- a. Utilization of a consultation team that is knowledgeable of common issues and challenges of children and youth in foster care;
- b. Collaborative permanency planning with DCYF Social Service Specialist, biological families, caregivers, foster parents, and other community-based service and placement providers as appropriate;
- c. Capacity to complete assessments and develop culturally sensitive services addressing the individual needs of children and families;
- d. Knowledge of available community resources and ability to access these resources when necessary to implement identified services;
- e. Ability to assess children and families in their environment; and
- f. Ability to collect and analyze regional and statewide data designed to provide information about the children and families targeted in this Agreement.
- g. Ability to obtain a consultation for children experiencing placement crises or those out of home for

eighteen (18) months without achieving permanency.

3. Service Delivery Outcome

- a. Contractor and its authorized subcontractors shall collaborate with DCYF staff to assess children on referral and implement needed services to eligible children. Identification and prioritization of cases to be assessed shall be determined by DCYF staff. Each child and family who receives an assessment shall be eligible for follow-up services. Follow-up service needs are to be determined by the FCAP Evaluator in consultation with the DCYF Social Service Specialist after the completion of the final SPAR Report.
- b. The Contractor and its designated subcontractors shall have the goal of providing 152 assessments and 260 consults, on a statewide basis, as requested by each Region during the term of this Agreement. In no way shall the number of assessments, and their associated value, exceed the Maximum Agreement Amount allowable under this agreement.
- c. The Contractor shall provide an equitable statewide distribution of services. FCAP Leads shall adhere to the schedule below, except that they may shift assessments between regions, by mutual agreement of the FCAP Leads, to meet demands **so long as all regions maintain, at a minimum 10% of the annual total assessments. Additionally, no one region shall receive more than 40% of the total.** The DCYF Program Manager shall be made aware of any such inter-regional assessment shifts. If a discrepancy exists between regional demand and the regional minimum and maximum requirements outlined below, the DCYF Program Manager shall have the authority to reallocate assessments to ensure maximum utilization of resources.

| 07/01/2020-06/30/2021 Regional Program Services | | |
|--|--------------------------|-----------------|
| Consult/Assessment Type | Regional Minimum/Maximum | Total Statewide |
| Consultation | 25/103 | 260 |
| Standard Assessment | 10/42 | 106 |
| Comprehensive Assessment | 5/18 | 46 |

- d. Contractor and DCYF shall endeavor to utilize videoconferencing technology when necessary and available. The purpose of videoconferencing shall be to ensure adequate statewide availability of FCAP assessments.
- e. The DCYF Program Manager and Contractor shall perform a review of the regional allocation of assessments no later than 1/31/2021. The DCYF Program Manager and the Contractor shall also perform a final review of the regional allocation of assessments, no later than 5/31/2021.
- f. Adherence to the regional allocation of program services, subject to any variation approved by the DCYF Program Manager, shall be a prerequisite to any subsequent renewal of this agreement.

4. Collaboration

- a. Communication Pathways: The parties shall endeavor to effectively communicate at all levels of management and employ, including along the following pathways:
 - (1) The DCYF Program Manager shall work with the Contractor;
 - (2) The DCYF Program Manager shall work with the FCAP Leads;

- (3) Contractor shall work with the FCAP Evaluators; and
- (4) The FCAP Leads shall work with the FCAP Evaluators.
- b. Communication Protocol: Regional FCAP Lead will:
 - (1) Track assessment utilization by region and by total number. DCYF Program Manager shall be provided with a quarterly summary of this information.
 - (2) Mediate, if necessary, any difference of opinion between a DCYF Social Service Specialist and an FCAP Evaluator with regard to whether or not a child should be assessed;
 - (3) Assist the referral process to identify children for assessment services; and
 - (4) Provide case monitoring assistance to DCYF Social Service Specialist.
- c. Contractor and its subcontractors shall, as part of the assessment process, consult with the primary persons in the life of the child, such as:
 - (1) Biological parents and extended family members;
 - (2) Foster parents;
 - (3) DCYF Social Service Specialists;
 - (4) Teachers;
 - (5) Psychiatrist;
 - (6) Tribal representatives;
 - (7) CASA/GAL; and
 - (8) Any professional providing treatment or legal representation.
- d. Subsequent to the consultation with primary persons in the life of the child, the FCAP Evaluator and the DCYF Social Service Specialist shall determine who will be invited to participate in a consultation meeting to review comprehensive assessment results.
- e. Contractor may utilize the expertise available within DCYF for consultation for the purpose of enhancing education and training regarding issues of assessment and permanency planning.

5. Eligibility for Assessment

- a. Consultation: DCYF Social Service Specialists, supervisors, FCAP Leads, or Fostering Well-Being, staff can request consultation. If prioritization is needed, priority will be given to cases where there is a placement crisis, including short-term crisis stays or the potential for out-of-state placement; secondary priority will be given to cases where children have been in out-of-home placement for eighteen months or longer and have multi-system involvement (i.e., Juvenile Rehabilitation (JR), Mental Health (MH), Children's Long-Term In-Patient Program (CLIP), Developmental Disabilities Administration (DDA)) without an identified permanency goal.

b. Standard Assessments:

(1) Criteria for Referrals. DCYF will authorize the referral of cases to Harborview when DCYF Social Service Specialists, shared planning staffings, or Fostering Well-Being documentation determines that an eligible individual is a dependent in out-of-home care, and the DCYF FCAP Lead has approved the referral. One (1) or more of the following factors must be present in the case:

- (a) Placement instability due to emotional/behavioral problems of the child;
- (b) More than eighteen months spent in out-of-home care;
- (c) Disagreement about appropriate treatment for emotional, behavioral, or educational problems;
- (d) Uncertainty about the suitability of a caregiver as a permanency resource, or disagreement about which of two or more placement options should be chosen;
- (e) Reunification is a primary permanent plan but the progress of one or both parents is questioned; and
- (f) The child or siblings have been the subject of one or more prior dependencies.

(2) Referral Criteria Exception:

- (a) If Contractor receives a referral for a non-dependent child, the Contractor shall consult with the FCAP Leads to determine the appropriate course of action.
- (b) If none of these criteria are met but the DCYF Social Service Specialist requests an assessment, the DCYF FCAP Lead must review and approve in order for the referral to proceed.
- (c) An in-home dependency or relative placement where a higher risk for disruption exists.

c. Comprehensive Assessments:

(1) Criteria for Referrals: DCYF will authorize the referral of cases to Harborview when DCYF Social Service Specialists, shared planning staffings, or Fostering Well-Being documentation determines that an eligible individual is a dependent in out-of-home care, and the DCYF FCAP Lead has approved the referral. Criteria for Referrals: Two (2) or more of the following factors must be present in the case; however, priority shall be given to those cases where three (3) or more factors are present:

- (a) Multiple out-of-home placements;
- (b) Chronic behavioral, emotional, physical, or educational problems;
- (c) More than two years spent in out-of-home care;
- (d) Assessments and evaluations have been completed, but recommendations differ as to the service plan delivery and best treatment and placement options are unknown;
- (e) Child or youth is prescribed five or more psychotropic medications or any antipsychotic

medications;

- (f) Repetitive criminal acts or offenses by the child (including inability to comply with court order, treatment, or with conditions of probation or parole);
- (g) The child has been or is returning to care subsequent to a disrupted or dissolved adoption
- (h) Reunification is a primary permanency plan but cannot proceed due to:
 - (i) One or both parents have made minimal or no progress or;
 - (j) Parents have borderline capabilities with regard to caring for an exceptional needs child. An assessment will assist with determining whether the abilities match the needs or;
 - (k) A successful reunification is highly unlikely, due to intractable problems with the parents, but grounds for termination are not present; or
 - (l) Parents are partially or wholly compliant with services, but concerns remain about their capability.
- (m) The family has been the subject of one or more prior dependencies.

(2) Referral Criteria Exception:

- (a) If Contractor receives a referral for a non-dependent child, the Contractor shall consult with the FCAP Leads to determine the appropriate course of action.
- (b) If less than 2 criteria are present but the DCYF Social Service Specialist requests an assessment, the DCYF FCAP Lead must review and approve in order for the referral to proceed.
- (c) An in-home dependency or relative placement where a higher risk for disruption exists.

6. Assessment Issues for Review

- a. At referral the DCYF Social Service Specialists will identify questions or issues that they are seeking assistance with in the case.
- b. Issues or needs that may be addressed by the Contractor and its subcontractors during the course of the assessment for permanency planning shall include but not be limited to the following, with respect to the child assessed:
 - (1) Current behavior plan;
 - (2) Cognitive and educational needs/strengths of the child;
 - (3) Medical needs of the child;
 - (4) The child's mental health issues, with diagnosis, prognosis and treatment plan where appropriate;
 - (5) Identification of the other special needs of the child, including cultural and religious identification;

- (6) Consideration of the community or larger social environment of the child and for the family;
 - (7) Identification of appropriate family resources for the child;
 - (8) Assessment of the child's nuclear and extended family to determine the role that the family can play in meeting the child's needs or in serving as a potential permanent placement;
 - (9) Whether the current placement is a potential permanent placement and if so what service plan is necessary for achieving permanency; and
 - (10) Identification of the supports and services to maintain the least restrictive placement or transition to less restrictive placement environment in timely fashion.
- c. The DCYF Social Service Specialist assigned to the child is responsible for providing access to the information needed by the Contractor or subcontractor's program Social Service Specialist for the assessment. The FCAP Evaluator shall speak with the DCYF Social Service Specialist, review the file(s) and discuss the case. Each regional office in consultation with the FCAP Evaluator will decide on the regional protocol for conveying the information needed for the assessment.

7. Case Review, Assessment, and Follow-Up

The FCAP Evaluator/Consultant, in partnership with the FCAP Lead and the child's assigned DCYF Social Service Specialist shall undertake the following tasks:

- a. For Consultation:
- (1) Review the Consultation Referral as well as the most recent court report, most recent court order, and child placement history. The FCAP evaluator has the discretion to review additional documentation from within the DCYF files as needed for case background.
 - (2) Limited Access to DCYF Files. FCAP Evaluators shall have limited access to DCYF files for the purpose of the assessment as follows: FCAP Evaluators will have access to review the DCYF file for the child being assessed, but may not copy evaluations regarding the child's biological or foster parents in the file without specific consent of the individuals referenced therein. The evaluators may take notes about relevant information contained in foster parent, caregiver, or biological parent evaluations, provided that the evaluators' notes are used solely for purposes related to the FCAP assessment and are treated as confidential information in accordance with Section 6 of the General Terms and Conditions of this agreement.
 - (3) The FCAP consultant will discuss the case with the DCYF Social Service Specialist and supervisor in person, via video conference, or via phone conference. At the request of the DCYF Social Service Specialist, others may be included in the consultation including the Assistant Attorney General, CASA and/or CASA supervisor, or CPA case manager. During the consultation, the team will formulate a case plan and recommendations.
 - (4) The FCAP Consultant shall provide written recommendations. This will be submitted to the DCYF referring Social Service Specialist within two (2) working days of the consultation and will include the following:
 - (a) Date of consultation;
 - (b) Participants in the consultation;

- (c) Date consultation report was sent to the referring DCYF Social Service Specialist; and
 - (d) Recommendations for case including specific recommendations regarding permanency planning and needed services.
- (5) The FCAP Consultant shall facilitate access to recommended services by providing the name and contact information of relevant providers and, when needed, by contacting the provider to assist in ensuring that the appropriate services are provided.
- b. For Standard Assessments:
- (1) Selectively review the DCYF referral and file to extract key information including: demographic/ social history, history of abuse and neglect, placement history and current status. The records shall be examined for information about the child's health, emotional and behavioral functioning, strengths, and developmental status. Parental problem areas and strengths and any psychological/psychiatric or other treatment reports shall also be reviewed.
 - (2) Limited Access to DCYF Files. FCAP Evaluators shall have limited access to DCYF files for the purpose of the assessment as follows: FCAP Evaluators will have access to review the DCYF file for the child being assessed, but may not copy evaluations regarding the child's biological or foster parents in the file without specific consent of the individuals referenced therein. The evaluators may take notes about relevant information contained in foster parent, caregiver, or biological parent evaluations, provided that the evaluators' notes are used solely for purposes related to the FCAP assessment and are treated as confidential information in accordance with Section 6 of the General Terms and Conditions of this agreement.
 - (3) Consult in person, by phone, or by videoconference with the parent(s), foster parent(s), the DCYF Social Service Specialist or GAL/CASAs. Lawyers, medical and mental health professionals, teachers or day care provider, tribal representative, and any professionals currently providing treatment may also be consulted based upon clinical need. Based upon clinical need, the child may be interviewed or observed (at home, school, or during parental visitation).
 - (4) An FCAP internal consultation team shall review the details of the evaluation and discuss the case.
 - (5) The FCAP Evaluator shall complete the Final Standard Report. Problems/needs shall be identified and recommendations made. In cases where reunification is contemplated, a focus shall be on services to the parents and establishing criteria for success. Where an alternate permanent placement is recommended, the focus shall be on reviewing potential placement possibilities, including relatives and the current foster home.
 - (6) Submit a final report to the DCYF referring Social Service Specialist within twenty-eight (28) days from the date the case is assigned to the FCAP evaluator. Reports requiring more than twenty-eight (28) days to complete shall require review and approval by Contractor and FCAP Lead(s). The final report shall include, but not be limited to the following:
 - (a) Date case was referred;
 - (b) Date of Social Service Specialist interview;
 - (c) Date of FCAP internal consultation and case review;

- (d) Date final assessment report was sent to the referring DCYF Social Service Specialist;
- (e) Reason for delay of report past twenty-eight (28) days;
- (f) Summary of case information;
- (g) Recommendations for case including specific recommendations regarding permanency planning; and
- (h) The DCYF Social Service Specialist will retain overall responsibility for the case.

c. For Comprehensive Assessments:

- (1) Thoroughly review the DCYF referral and file to extract key information including: demographic/ social history, history of abuse and neglect, placement history and current status. The records shall be examined for any information about the child's health, emotional and behavioral functioning, strengths, and developmental status. Parental problem areas and strengths and any psychological/psychiatric or other treatment reports shall also be reviewed.
- (2) Limited Access to DCYF Files. FCAP Evaluators shall have limited access to DCYF files for the purpose of the assessment as follows: FCAP Evaluators will have access to review the DCYF file for the child being assessed, but may not copy evaluations regarding the child's biological or foster parents in the file without specific consent of the individuals referenced therein. The evaluators may take notes about relevant information contained in foster parent, caregiver, or biological parent evaluations, provided that the evaluators' notes are used solely for purposes related to the FCAP assessment and are treated as confidential information in accordance with Section 6 of the General Terms and Conditions of this agreement.
- (3) Consult in person, by phone, or by videoconference with the parent(s), foster parent(s), the DCYF Social Service Specialist, lawyers or GAL/CASAs, medical and mental health professionals, teachers or day care provider, tribal representative, and any professionals currently providing treatment. The FCAP Evaluator may interview the child or observe the child in the home or during a parent/child visitation to assist in a better understanding of the child and his or her interactions with their family and others.
- (4) The FCAP Evaluator may consult with the child's primary care physician, Fostering Well Being, or Apple Health Core Connection, about the health and developmental status of the child when medical concerns exist. Consultation with a culturally competent consultant may be arranged in cases where such consultation would be helpful in understanding the case issues or in ensuring an appropriate plan.
- (5) The FCAP Evaluator shall prepare a preliminary report describing the results of the case review. The report shall identify any apparent child needs and the obstacles to reunification or permanent placement.
- (6) A consultation team, consisting of Contractor staff and the DCYF Social Service Specialist, shall review the report and discuss the case.
- (7) Following a review by the consultation team, the FCAP Evaluator shall complete the Final Comprehensive Report. Problems/needs shall be thoroughly detailed and clarified and specific recommendations made. In cases where reunification is contemplated, a focus shall be on services to the parents and establishing criteria for success. Where an alternate permanent placement is recommended, the focus shall be on reviewing potential placement possibilities,

including relatives and the current home.

- (8) Submit a final report to the DCYF referring Social Service Specialist within fifty-six (56) days from the date the case is assigned to the FCAP evaluator. Reports requiring more than fifty-six (56) days to complete shall require review and approval by Contractor and FCAP Lead(s). The final report shall include, but not be limited to the following:
 - (a) Date case was referred;
 - (b) Date case was assigned;
 - (c) Date of Social Service Specialist interview;
 - (d) Date of Review Team consultation;
 - (e) Date final assessment report was sent to the referring DCYF Social Service Specialist;
 - (f) If applicable, reason for delay of report past fifty-six (56) days;
 - (g) Summary of case information; and
 - (h) Recommendations for case including specific recommendations regarding permanency planning.
- (9) Following the completion of the Comprehensive Report, the FCAP Evaluator shall, as needed, in collaboration with the DCYF Social Service Specialist, assist in monitoring compliance with the assessment recommendations; conduct meetings to promote compliance with recommendations; facilitate implementation of service recommendations; and troubleshoot problems with accessing services. In-home visits by the FCAP Evaluator shall occur at the discretion of the DCYF Social Service Specialist to assist the child and family's adjustment to the placement.
- (10) The DCYF Social Service Specialist will retain overall responsibility for the case.
- (11) Geographic Limitations: When the referred child is not within fifty (50) miles of the Contracted provider, or any subcontracted resource, then the FCAP Lead, the DCYF Social Service Specialist, and the Contractor shall utilize videoconferencing or other means of communication to bridge the gap left by an absence of direct, in-person consultation.

8. Reports

The following written reports must be submitted by secure email to DCYF staff as designated below. The DCYF Secure E-mail User Guide is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

- a. SPAR Reports: The Contractor shall provide SPAR reports for each child referred for services to the DCYF Social Service Specialist assigned to the referred child. SPAR must be submitted in accordance with the time period set forth in Section 7(i) of the Statement of Work, as set forth above.
- b. Monthly Reports
 - (1) On a monthly basis, Contractor shall provide, to the DCYF Program Manager and FCAP Leads,

the total number of referrals made under this program, by consult or assessment type, region and office;

- (2) DCYF shall review the report to ensure adequate statewide coverage of FCAP assessments;
- (3) DCYF shall retain the right to identify specific cases for referrals from under-represented geographic areas, to ensure a full distribution and utilization of services. The Monthly Reports shall be provided to the DCYF FCAP Leads and the DCYF Program Manager.

c. Quarterly Reports:

(1) The Contractor shall submit written quarterly reports on the status of consultation and assessments which have been completed or are in progress along with the Contractor's quarterly billings. The Quarterly Report shall be provided to the DCYF Program Manager, as identified in Section 8(c)(5) of the Special Terms and Conditions, with the following information:

- (a) Full name of assessed child;
- (b) Date of birth for the assessed child;
- (c) Case or Personal Identification Number;
- (d) Referral criteria which determined child's eligibility for the assessment program;
- (e) DCYF office which referred the child;
- (f) EBP's recommendations, and referrals for the assessed child;
- (g) Number of completed assessments and consults;
- (h) Number of assessments in progress;
- (i) Ethnicity of children;
- (j) Gender of children;
- (k) Placement status;
- (l) Legal status of children; and
- (m) Other items as periodically identified by DCYF Program Manager.

d. Annual Report. The Contractor shall provide an Annual Report to the DCYF Program Manager which shall include a summary, including a cumulative accounting of information provided in previously issued quarterly reports. **The Annual Report shall be due by August 31, 2021.**

PROGRAM REQUIREMENTS

Foster Care Assessment Program

ORGANIZATION OF PROGRAM REQUIREMENTS

1. Culturally Relevant Services
3. Health and Safety of DCYF Client Children
4. Mandated Reporter Training
5. Corporal Punishment Prohibited
6. Background Checks
7. Interpretation and Translation
8. Smoking Prohibited in Presence of Client Children and Foster Youth
9. Administrative Records
10. Personnel and Subcontractor Records
11. Auditing and Monitoring
12. Office of the Family and Children's Ombuds (OFCO)

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

1. 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. The Contractor and any subcontractors under this Agreement shall make a good faith effort to employ a diverse workforce that reflects the diversity of their clientele and the community.

2. Health and Safety of DCYF 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 DCYF referral, the Contractor shall immediately report this information to the referring DCYF Social Service Specialist and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within twenty-four (24) hours to the DCYF 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 DCYF Social Service Specialist. The Contractor shall follow verbal notification by written notification within twenty-four (24) hours to the DCYF 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 e-mail or by fax.

3. Mandated Reporter Training

- a. The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in DCYF's Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time DCYF Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement 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.
- b. The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DCYF, or access the Mandated Reporter Toolkit online at the following address: <https://www.dcyf.wa.gov/safety/report-abuse>.

4. Corporal Punishment Prohibited

Corporal punishment of children in DCYF'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 Agreement.

5. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Agreement.
- 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 and 43.20A.710, and WAC 388-06, or successor statutes has been completed through DCYF 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 Agreement.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DCYF.
- 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 Agreement, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

6. 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 DCYF Regional Administrator or designee on a case by case basis.

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

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

- a. When transporting client children under age eighteen (18) and foster youth eighteen (18) to twenty-one (21) years of age;
- b. When there is direct contact with client children under age eighteen (18) and foster youth eighteen (18) to twenty-one (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.

8. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DCYF under this Agreement;
- b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Agreement.
- c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- d. Personnel policy reflecting DCYF 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 DCYF clients served that addresses date of birth, sex, and race.

When collecting protected groups data, the Contractor shall inform staff and clients that (1) the furnishing of the information is entirely voluntary; (2) the refusal to furnish the data shall not have adverse effects.

9. 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 DCYF clients in performing duties or providing services under this Agreement:

- a. DCYF criminal history background check approval;
- b. Any other criminal history background checks;
- c. Current license(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 Agreement 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;
- l. Signed statements to adhere to confidentiality of client information;
- m. Signed statements acknowledging duty to report child maltreatment; and
- n. Copy of each signed subcontract or other agreement for any subcontractors.

10. 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 DCYF Contact listed on page 1 of this Agreement.
- b. If federal or state audit exceptions are made relating to this Agreement, 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 DCYF 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. DCYF may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DCYF reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

11. Office of the Family and Children's Ombuds (OFCO)

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 RCW without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of thirteen (13) years, unless law otherwise specifically prohibits such release.

The Contractor shall notify the DCYF headquarters Program Manager when the OFCO makes a request for records.

FamLink Database Access Requirements Foster Care Assessment Program

1. Purpose

The purpose of this Exhibit is to authorize and provide the Contractor with read-only on-line access to FamLink, DCYF's State Automated Child Welfare Information System (SACWIS), in order to enable case mining and review tasks to effectively produce a Services and Permanency Assessment Report.

2. Justification for Online Access

Read-only FamLink access is required to complete tasks associated with Services and Permanency Assessment Report within the legislatively mandated (RCW74.14A.050) Foster Care Assessment Program; which is the subject of this contract.

3. Description of FamLink DATA to be Accessed

Specified FCAP staff of the Contractor will be granted read-only on-line access to view client records in FamLink. These Data Recipients, who are individual employees, will be granted on-line access only to the specific FamLink modules and/or DATA elements that are necessary to carry out the purpose of this Agreement.

Contractor's FCAP staff are not authorized to update or change any DATA in the FamLink system. Any updates or changes will be grounds for the immediate termination of this Agreement.

4. Requirements for Access

Access to FamLink shall be limited to staff whose duties specifically require access in the performance of their assigned duties.

- a. The Contractor's employees shall access FamLink through Secure Access Washington (SAW).
- b. Access to FamLink will be determined on an individual basis by DCYF for each individual employed by the Contractor who requires access. Individuals will only be granted access to FamLink after completion of the following steps:
 - (1) The Contractor must submit, to DCYF Program Manager Trishia Benshoof or her successor, a completed *FamLink Data Access Request/Change Form* for each individual applying for access to FamLink. This form must be signed by the individual applying for access, along with their supervisor. The individual applying for access must disclose anyone known to them, with a record in FamLink, with whom they have a relationship outside of a professional setting, along with their relationship to that person.
 - (2) DCYF shall conduct a search of FamLink records to determine if the individual applying for access has a record in the SACWIS system.
 - (a) If no record exists, the individual shall be cleared for on-line access to FamLink.
 - (b) If a record does exist, it will be referred to the Assistant Attorney General for review. DCYF reserves the right to deny access to any individual with a record in FamLink.

- (c) DCYF shall notify the Contractor if the employee has been cleared/not cleared for on-line access.
- c. The Contractor shall assign an FCAP Administrator as a point of contact to communicate with DCYF regarding FamLink access for all of the Contractor's employees. The FCAP Administrator(s) will:
- (1) Serve as the DCYF point of contact to assure compliance with all requirements in Section 5, "Contractor Responsibilities for Access" and Section 6, "Description of Use of Data".
 - (2) Submit completed FamLink Data Access Request/Change Form for each individual applying for access to FamLink to dcyf.servicedesk@dcyf.wa.gov.
 - (3) Assist in DCYF's efforts to monitor the security provisions of the Agreement, by annually reviewing, completing and maintaining copies of the *DCYF Agreement on Nondisclosure of Confidential Information – Non Employee* for each employee with on-line FamLink access.
 - (4) Maintain a process whereby supervisors and / or managers promptly report to the FCAP Administrator all staff duty changes or other personnel changes for which removal or reduction of computer system privileges is appropriate. These changes within the FCAP program must be reported to DCYF.

5. Contractor Responsibilities for Access

The Contractor shall comply with the following specific to FamLink access:

- a. Restrict access to FamLink records to those individuals who are required to access FamLink to carry out their legally mandated responsibilities, and who have been granted on-line access by DCYF through completion of the *FamLink Data Access Request/Change Form* (Exhibit B) and issuance of a FamLink User ID and password.
- b. Prior to granting on-line FamLink access to staff cleared for access, and annually thereafter, the Contractor shall notify all such staff of the Use and Disclosure requirements and must insure that each employee with access to FamLink records or information signs the *DCYF Agreement on Nondisclosure of Confidential Information – Non Employee*, which is available at https://www.dcyf.wa.gov/fsa/forms?field_number_value=03-374b&title=&=Apply. The Contractor shall retain copies of all signed forms on file for monitoring purposes; forms must be made available for DCYF review upon request.
- c. DCYF does not allow shared User IDs and passwords for use with confidential information, or to systems that contain confidential information. Contractor's staff shall not share User IDs and/or passwords.
- d. Immediately inform DCYF via dcyf.servicedesk@dcyf.wa.gov of:
 - (1) New personnel requiring access;
 - (2) Individuals who no longer require access; and
 - (3) Any access or use of FamLink that is not authorized under this Agreement.
- e. Perform the following actions when an employee with FamLink access terminates employment, transfers, or changes duties that do not include a need for FamLink access:

- (1) Promptly revoke access that is no longer needed or appropriate. Disable (revoke) all user IDs within five business days of the termination.
 - (2) Notify the employee of his or her duty to continue keeping information confidential.
 - (3) Disable (revoke) all access and user IDs immediately when an employee is terminated for cause.
- f. Provide DCYF via dcyf.servicedesk@dcyf.wa.gov an annual list by December 10th of each year of personnel who are directly involved in accessing the DATA described in this Agreement, and update the list as necessary to keep it current. DCYF may, at its discretion, request the *FamLink Data Access Request/Change Form* be completed and resubmitted annually for each user; if requested, the Contractor will be provided 60 days notice.

6. Description of Use of DATA

a. Limitations on Use of DATA

- (1) The Contractor shall report the results of any investigations or audits conducted, received, maintained or completed using information obtained from FamLink in aggregate form only. Identifying client information shall not be reported or otherwise released to any party unless permitted under law.
- (2) If the DATA and analyses generated by Data Recipient contain personal information about DCYF clients, then any and all reports utilizing these DATA shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.
- (3) Use of DATA not specified in this Agreement must be approved by an amendment to this contract, agreed to and signed by both parties.
- (4) The Contractor shall collaborate with DCYF staff to gain an understanding of the reliability and appropriate use of specific DATA elements and apply such information to the purpose for which they are accessing the information.
- (5) The Contractor shall specify no more than nine (9) staff whose duties specifically require access in the performance of their assigned duties to access FamLink.

b. Proprietary Rights

This Agreement does not constitute a release of the DATA for the Contractor's discretionary use. DATA may be accessed only to carry out the responsibilities specified in the purpose of this Agreement and in accordance with the legal authority granting the Contractor access as specified in "Justification for Online Access". DCYF retains its role as primary custodian of the DATA. Any ad hoc analysis or other use of FamLink DATA, not specified in this Agreement, is not permitted without the prior written Agreement of DCYF.

c. Ownership of DATA

DCYF is the owner of the DATA provided to the Contractor under this Agreement, and retains all ownership rights to the DATA accessed through this Agreement. DCYF shall also own any data, reports, and other products of the data developed by or produced by the Contractor under this Agreement. The Contractor does not obtain any right, title, or interest in any of the DATA furnished by DCYF.

d. Disposition of DATA

The Contractor shall have access to DATA by on-line methods. The Contractor shall not print or create a hard copy of DATA to be retained by the Contractor, unless required to carry out the responsibilities specified in the legal authority justifying access. If a hard copy is made, it shall be destroyed by the appropriate method, as described in Exhibit A of this Agreement.

e. Oversight by DCYF

The Contractor agrees that DCYF has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

f. Training on FamLink

DCYF staff shall train the Contractor and staff on the use of the FamLink system. The Contractor's staff shall not train each other on the system.

7. Confidentiality and Non-Disclosure

The Contractor acknowledges the confidential nature of the information in FamLink and agrees to comply with all federal and state laws, regulations, and policies that apply to DCYF regarding the confidentiality of information.

- a. The DATA to be shared under this Agreement is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor and its employees to protect the confidentiality of the personal information contained in DCYF DATA.
- b. The Contractor and its employees may use the personal and confidential information or DATA gained by reason of this Agreement only for the purpose of this Agreement.
- c. The Contractor shall maintain the confidentiality of all FamLink DATA in accordance with the most protective of state and federal laws, and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure. The Contractor agrees to keep client information according to DCYF policy and procedures.
- d. Use of this information is limited to person who have a "need to know".
- e. The Contractor shall not link the DATA with Personal Information or individually identifiable DATA from any other source nor re-disclose or duplicate the DATA unless specifically authorized to do so in this Agreement or by the written authorization of DCYF.
- f. The Contractor shall not disclose nor transfer any information as described in this Agreement to any party in whole or in part, or to any individual or agency not specifically authorized by this Agreement, except as provided by law.
- g. The Contractor shall notify DCYF within one (1) business day if the Contractor discovers any unauthorized use or disclosure of FamLink information. Notification to DCYF shall be sent by secure e-mail or by phone to the DCYF contact identified on Page 1.