

	INTERLOCAL AGREEMENT Public Institute of Higher Education Professional Services	DCYF Agreement Number: 2065-92901	
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: 1305- Contractor Contract Number:	
CONTRACTOR NAME Harborview Medical Center		CONTRACTOR doing business as (DBA) Center for Sexual Assault & Traumatic Stress	
CONTRACTOR ADDRESS 325 Ninth Avenue Box 359797 Seattle, WA 98104-2420		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 578-037-394	DCYF INDEX NUMBER 1145
CONTRACTOR CONTACT Valerie Edwards	CONTRACTOR TELEPHONE (206) 744-1600	CONTRACTOR FAX (206) 744-1614	CONTRACTOR E-MAIL ADDRESS ValerieE@uw.edu
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2800LC-65	
DCYF CONTACT NAME AND TITLE Anne Snook Contract Manager		DCYF CONTACT ADDRESS 500 First Ave S Suite 300 Seattle, WA 98104	
DCYF CONTACT TELEPHONE (206)639-6257	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS Anne.Snook@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 10/01/2020	AGREEMENT END DATE 09/30/2022	MAXIMUM AGREEMENT AMOUNT Fee For Service	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements; Exhibit B - Statement of Work; Exhibit C - Program Requirements <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DCYF only upon signature by DCYF.			
CONTRACTOR SIGNATURE <i>Sommer Kleweno-Walley</i>	PRINTED NAME AND TITLE Sommer Kleweno Walley	DATE SIGNED 12/22/2020	
DCYF SIGNATURE <i>Anne Snook</i>	PRINTED NAME AND TITLE Anne Snook, Contracts Manager	DATE SIGNED 12/22/2020	

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.** 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 negligent acts or omissions or its performance or failure to perform this Agreement. 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.
- 18. Ownership of Material.** Copyright in all material created by the Contractor and paid for by DCYF as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DCYF and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DCYF shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DCYF to use the materials for DCYF internal purposes.
- 19. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

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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.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Agency" means a public or private agency or other organization providing services to DCYF clients.
 - b. "Authorized" means approved by a DCYF Social Services Specialist as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - c. "Caregiver" means a person such as a parent, foster parent, or head of household, who is responsible for attending to the personal care and daily living needs of a child or independent adult.
 - d. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - e. "Child, Youth and/or Client" are used interchangeably throughout this contract and shall mean the party served.
 - 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. "Consultation" means the services rendered by a psychologist whose opinion or advice is requested by the Department in the evaluation and / or treatment of a client. It may also include the opinion and advice the Contractor obtains from an outside, third party individuals recognized in the community as having expertise in order to provide services to the Department.
 - 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:
<http://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/MentalHealthProfessions.aspx>
 - k. "CPS" means Child Protective Services, a program under DCYF focused on conducting the initial investigation into allegations of abuse and neglect.
 - l. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.

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- m. "Culturally Appropriate" means responsive to a client's cultural beliefs and values, ethic norms, language needs, religion and individual differences.
 - n. "Evidence Based" means treatments that have scientific evidence supporting the effectiveness of the treatments.
 - o. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child.
 - p. "Limited English Proficient Client" means any person applying or receiving DCYF services directly or by contract whose primary language is not English.
 - q. "Promising Practice" means treatments that include measureable results and report successful outcomes, however, there is not yet enough research evidence to prove that this program process will be effective across a wide range of settings and people.
 - r. "Recognized Therapeutic Techniques" means treatments that are recognized in the field of counseling.
 - s. "Social Service Specialist" means the assigned DCYF social worker.
 - t. "SSPS" means 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. "Unusual incidents" means circumstances or events that concern a child's health, safety or wellbeing or may impact the child's living situation.
- 2. Purpose.** The purpose of this Contract is to provide professional level mental health services as authorized by DCYF, to improve the safety of children and the functioning of individuals and families. Services may include assessment, counseling, therapy or treatment services.
- 3. Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.
- 4. Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.
- 5. Program Requirements – Exhibit C.** The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.
- 6. Billing and Payment**
- a. The Contractor must submit a billing statement for professional services using the Professional Servicers Billing Statement available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.
 - b. The Contractor shall agree to accept the DCYF payment as the sole and complete payment for

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services provided under this Contract.

- c. The Contractor shall be paid for services provided under this Contract at the published rate in effect at the time services were provided, according to the DCYF published Professional Service Fee Tables available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.
- d. The billing statement, report and copies of accompanying referrals shall be submitted monthly to the DCYF fiduciary specialist responsible for the office of the service referral, identified at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-billings>.
- e. The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers>.
- f. DCYF shall pay the Contractor monthly for DCYF authorized on-going services and evaluations provided to DCYF clients, as requested. Payment shall be dependent upon DCYF receipt of satisfactorily completed required reports that conform to specifications in the Statement (s) of Work.
- g. DCYF does not pay for cancelled or missed appointments. DCYF will pay only for authorized services actually performed, except when otherwise approved in writing by the Regional Administrator or designee.
- h. Claims for payment must be received by DCYF no later than sixty (60) days from the date services were rendered.
- i. 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.
- j. DCYF will make payment within thirty (30) days of receipt of a properly completed billing packet. DCYF will generate payment through the DCYF Social Service Payment System (SSPS).
- k. DCYF may withhold payment if a complete written referral has not been authorized or if required reports are incomplete or delinquent, i.e., not submitted within ten (10) working days of the due date.
- l. 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.

7. Overpayments and Assertion of Lien

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

8. 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:

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

c. 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 the parties' performance under this Contract, including but not limited to premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Children, Youth and Families, its elected and appointed officials, agents, and employees shall be named as additional insureds.

d. 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.

e. Professional Liability Insurance (PL)

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.

f. 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.

g. 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 the vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

h. 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.

i. Separation of Insureds

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

j. Insurers

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

k. 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 Children, Youth and Families as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specific 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.

l. Material Changes

The insurer shall give the DCYF point of contact listed on page one of this Contract forty-five (45) days advanced written notice of cancelation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DCYF ten (10) days advance written notice of cancelation.

m. 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.

n. 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 the Contractor.

9. Services Authorized as Needed

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

10. Payment Only for Authorized Services

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

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through the date of termination.

11. 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 Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of 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 Contract.

12. 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 Contract, 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.

13. Prohibition of Use of Funds for Lobbying Activities

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

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

14. Investigations of Contractor or Related Personnel

DCYF may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by 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 Contract or the health, safety or welfare of DCYF clients.

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

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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.

15. Removal of Individuals from Performing Services

- a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DCYF may require that Contractor assure DCYF that such individual will not provide services to DCYF clients under this Contract.
- 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 Contract.

16. Compliance Agreement

In the event that DCYF identifies deficiencies in Contractor's performance under this Contract, 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 Contract.

17. Resolution of Differences

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

If the parties are unable to resolve their difference as state above, then either party may submit a request for dispute resolution as provided in the Section **Disputes** below.

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

18. Disputes

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

Department of Children, Youth & Families

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Attention Contracts Unit
P.O. Box 40983
Olympia, WA 98504-0983

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

19. Emergency Management & Response

- a. It may be possible, that during the performance of this Contract, that DCYF or the State of Washington could issue or declare a State of Emergency. Such an emergency could include, but not be limited to:
- (1) Pandemic;
 - (2) Public Health Emergency;
 - (3) Natural or manmade disaster, and / or
 - (4) Civil Unrest.
- b. If such a declaration is made, by DCYF or the State of Washington, then DCYF may choose to temporarily modify the service delivery provisions of this contract. Those modifications will be time limited and will be found here: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>

20. Braam Considerations

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

21. Prudent Parenting

The Contractor shall (if providing placement services to DCYF children), follow and comply with Prudent Parenting Standards outlined in [RCW 74.13.710](#). All staff responsible for supervision and care of children served under this contract shall have completed the required online training provided by DCYF and the UW Alliance. The Contractor shall have onsite, for each facility based program, at least one (1) staff, per shift, who is designated to be the official caregiver authorized to apply the reasonable and prudent parenting standards. This training can be accessed at: <https://allianceforchildwelfare.org/course-catalog>. To aid in how to use and apply prudent parenting standards DCYF developed guidelines. A copy of the guidelines is located at: <https://www.dcyf.wa.gov/services/foster-parenting/guidelines-laws-rules>.

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EXHIBIT A

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
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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
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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.

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- 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.

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- 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:

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- 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.

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- 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

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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.

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(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.

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- 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;

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- 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:

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(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.

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- 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.

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EXHIBIT B

**STATEMENT OF WORK
PROFESSIONAL SERVICES**

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Authorization of Services and Referral
3. Face to Face Services
4. Services Provided
5. Community Protection Team
6. Consultation
7. Notifications
8. Reports

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

1. Intent of Services

The intent of the services to be provided under this Contract is to deliver professional level services as described in Section four (4) of this Statement of Work.

2. Authorization of Services and Referral

The Contractor shall provide services only upon receipt of and in accordance with the provisions of a written service authorization form issued by DCYF.

3. Face to Face Services

The Contractor shall provide services to the client or client's family face-to-face, i.e., in the same room. Electronic contact is not acceptable except as a reasonable accommodation for a client or family member with a disability requiring electronic communication.

4. Services Provided:

a. Counseling, Therapy, Treatment

(1) Minimum Qualifications

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling, nursing, education or a closely allied field;

AND BE

- (b) Licensed as a Social Worker; Mental Health Counselor; or Marriage and Family Counselor (WAC 246-809); by the State of Washington and/or the state in which services are to be provided;

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OR

- (c) Licensed associate in the State of Washington and/or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
- i. Licensed Social Work Associate Advanced (LSWAA);
 - ii. Licensed Social Work Associate Independent Clinical (LSWAIC);
 - iii. Licensed Mental Health Counselor Associate (LMHCA); and
 - iv. Licensed Marriage and Family Therapy Associate (LMFTA).

(2) The Contractor shall:

- (a) Provide intake assessment to drive the course of therapy and treatment including a written report of a client's cognitive, emotional, behavioral and social characteristics based on direct examination and interview, appropriate testing, collateral contacts and records review;
- (b) For Standard Counseling, Therapy and Treatment: Provide counseling, therapy or treatment services, using (in order of preference): (1) Evidence-Based, (2) Promising Practice or (3) Recognized Therapeutic Techniques, to assist an individual, individuals, or a family in amelioration or adjustment of mental, emotional or behavioral problems;
- (c) At the request of DCYF, provide consultation to DCYF on specific cases;
- (d) At least quarterly and on a schedule determined by DCYF, provide written treatment progress reports to DCYF; and
- (e) Provide a concluding report within a maximum of thirty (30) days following the end of treatment.

(3) Reports

(a) Intake assessment:

- i. The Contractor shall provide a written intake assessment report by secure email to the DCYF Social Service Specialist for each client referred by DCYF within thirty (30) days from the time of the initial intake appointment. Information and conclusions contained in intake assessment reports must include the following:
 - (A) Source and reason for referral;
 - (B) Contacts with the client, including dates and duration of contact, and location where intake assessment was conducted;
 - (C) Client background information and the source of the information;
 - (D) An account of the client's self-reporting, including how the client views their present situation and history;
 - (E) Types of assessment tools utilized, by whom, dates given, results, interpretation, and

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method of interpretation;

(F) Diagnosis;

(G) Conclusions, including prognosis, needs and strengths; and

(H) Specific and detailed recommendations for services and treatment and the basis for the recommendations.

(b) Therapy and treatment progress report:

i. Reports shall be submitted by secure email to the DCYF Social Service Specialist for each client referred by DCYF at a minimum of quarterly, and then thirty (30) days after the conclusion of working with the client, and at a minimum shall include:

(A) Source and reason for referral;

(B) Contacts with the client, including dates and duration of contact, and location where service was provided;

(C) Presenting symptoms, problems, strengths and assets;

(D) Clinical diagnosis;

(E) Brief treatment course, treatment goals and modality of therapy utilized;

(F) Key findings and treatment results; and

(G) Recommendations, prognosis, barriers, and follow-up needed.

b. Parenting Instruction

(1) Minimum Qualifications

(a) The Contractor shall have education, training, and demonstrated successful experience in providing parenting instruction to parents dealing with issues of abuse and/or neglect.

(b) If the Contractor provides any services under this contract as defined in Special Terms and Conditions Section 1. Definitions, "Counseling", the Contractor shall be licensed or certified as required by the Washington State Department of Health (DOH).

(2) The Contractor shall:

(a) Provide instruction in parenting to include the subjects of normal child development, age appropriate expectations, appropriate discipline and dealing with the special needs of the child. The instruction shall have the goals of increasing the parents' knowledge of parenting and development of practical skills in parenting.

(b) Provide instruction to a group as authorized by the DCYF Social Service Specialist.

(c) Limit the number of hours of service per month and total service duration as defined in the DCYF Professional Services Rate Sheet, found at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

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- (d) At the request of DCYF, provide consultation to DCYF on specific cases.
- (e) Provide immediate notification to the DCYF Social Service Specialist when:
 - i. The parent refuses to participate in services; or
 - ii. The parent has ended participation in services early (e.g. dropout).

(3) Reports

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) Monthly Report

- i. The Contractor shall complete and submit a monthly report to the assigned Social Service Specialist within ten (10) working days of the end of the month.
- ii. The Contractor shall utilize the Monthly Report format provided by DCYF; no other form may be substituted for the Monthly Report form provided by DCYF.

(b) Exit Report

- i. The Contractor shall complete and submit the Exit Report to the assigned Social Service Specialist within ten (10) working days of successful completion of the service, termination of the service, or a parent dropping out of the services.
- ii. The Contractor shall utilize the Exit Report format provided by DCYF; no other form may be substituted for the Exit Report form provided by DCYF. This report shall, at a minimum, identify:
 - (A) Parent's progress, including skills learned and any evidence of behavioral change;
 - (B) Subjects covered; and
 - (C) Parent's response to the services.

5. **Community Protection Team**

The Contractor shall participate in Community Protection Team (CPT) meetings or prognostic staffings, when requested by DCYF to attend specific meetings or staffings. Provide written reports for CPT meetings or prognostic staffings when requested by DCYF by secure email.

6. **Consultation**

The Contractor shall secure outside consultation from individuals recognized in the community as having expertise to provide peer consultation on a regular basis in conducting client evaluations, assessments, counseling, treatment, testing, and other contracted services. Outside consultations shall be secured at no cost to the client or DCYF. The Contractor shall:

- a. Maintain and have available as part of the Contractor's regular business records, a list of

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consultants who are utilized and available for consultation;

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

7. Notifications

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

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

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

b. Immediate notification is required in the following situations:

(1) **Safety Concerns.** The Contractor must provide immediate notification to DCYF when they become aware of:

- (a) An allegation of child abuse or neglect;
- (b) A parent/child relapses with drugs/alcohol;
- (c) A safety plan that is not followed by the signed agreed parties;
- (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
- (e) Any safety concerns related to a missed visit.

(2) **Unusual Incidents.** The Contractor must provide immediate notification to DCYF when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.

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

- (a) Physical self-abuse or abuse of others;
- (b) Sexual assaults or sexual behaviors that are age inappropriate;
- (c) Severe behavioral incident(s) unlike the child's ordinary behavior;

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- (d) Running away;
 - (e) Any incident that necessitates medical attention or hospitalization;
 - (f) An unexpected adverse reaction to medication, food, etc.; and
 - (g) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.
- c. Notification within twenty-four (24) hours is required in the following situations:
- (1) **Missed Appointment.** The Contractor shall notify the child's assigned DCYF Social Service Specialist in writing by fax or secure email within twenty-four (24) hours if a client misses a scheduled visit or requests to reschedule visits.
 - (2) **Change of Address.** The Contractor shall notify the child's assigned DCYF Social Service Specialist in writing by fax or secure email within twenty-four (24) hours when the Contractor learns a parent has a change of address.

8. Reports

- a. The Contractor shall produce the written reports and other written documents indicated in the Statements of Work. Written reports shall be submitted not less than quarterly, and shall be typed in a form suitable for court presentation.
- b. Written reports must be submitted in a protected format by secure email to the referring DCYF Social Service Specialist or as prescribed by DCYF. The DCYF Secure E-mail User Guide is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

Special Terms and Conditions**EXHIBIT C****PROGRAM REQUIREMENTS
PROFESSIONAL SERVICES****ORGANIZATION OF PROGRAM REQUIREMENTS**

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Staff and Subcontractor Training
4. No Transportation of Clients
5. Client Records
6. Administrative Records
7. Personnel and Subcontractor Records
8. Operating Procedures
9. Degree Requirements
10. Background Checks
11. Health and Safety of DCYF Client Children
12. Corporal Punishment Prohibited
13. Smoking Prohibited in Presence of Client Children and Foster Youth
14. Culturally Relevant Services
15. Interpretation and Translation
16. Auditing and Monitoring
17. 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 Contract at all times meet the specifications described in this Program Requirement Exhibit.

1. Licensing or Statutory Requirements

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

2. Required License in Good Standing

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

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

3. Staff and Subcontractor Training

The Contractor shall provide training for staff and subcontractors as follows:

- a. Confidentiality Training/Information. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.
- b. Mandated Reporter Training
 - (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/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.
 - (2) 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. No Transportation of DCYF Clients.

The Contractor shall not transport DCYF clients under this contract.

5. Client Records

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

- a. Information regarding DCYF referral, intake, assessment, and Individual Family and Service Plans;
- b. Hours of service provided to client to include:
 - (1) Date of service;
 - (2) Type of service;
 - (3) Number of hours provided;
 - (4) Outcome of service;
 - (5) The number of home visits provided; and
 - (6) Recommendations and conclusions.

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- c. Clinical consultation log;
- d. Description of family's progress in complying with case plans;
- e. Contacts with the family to include:
 - (1) Date of contact;
 - (2) Name of member(s) present; and
 - (3) Charting notes.
- f. Documentation of all service contacts; and
- g. Reports.

6. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DCYF under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and Compliance Agreement reports and actions taken;
- c. Documentation of all costs associated with services provided under this Contract;
- d. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- e. Personnel policy reflecting DCYF policy requirements regarding "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- f. Copy of the Certificate of Insurance for each subcontractor; and
- g. Protected group data:
 - (1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
 - (2) A list of all clients served that addresses date of birth, sex, and race.

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

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

7. 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/or employees who may have contact with DCYF clients in performing duties or providing services under this Contract:

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- a. DCYF criminal history background check approval;
- b. Any other criminal history background checks;
- c. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- d. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- e. Documentation of academic history and credentials, as applicable;
- f. Employment and experience history;
- g. Job description;
- h. Annual employee performance evaluations;
- i. Training records, as applicable;
- j. Hours worked and payment records;
- k. Staff training log;
- l. Signed statements acknowledging duty to report child maltreatment;
- m. Signed statements to adhere to confidentiality of client information; and
- n. Copy of each signed subcontract or other agreement for any subcontractors.

8. Operating Procedures

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

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- b. The Contractor shall submit a copy of the written operating procedures to the DCYF Contact identified on page 1 of this Contract upon execution.
- c. The Contractor and DCYF shall each retain a copy of the written operating procedures.

9. Degree Requirements

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

- a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;
- b. The degree must be awarded by a public or private four (4) year or two (2) year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one
 - (1) of the following regional accreditation boards for the United States:
 - (2) MSA – Middle States Association
 - (3) NWCCU – Northwest Commission on Colleges and Universities
 - (4) NCA – North Central Association of Colleges and Schools
 - (5) NEASC – New England Association of Schools and Colleges
 - (6) SACS – Southern Association of Colleges and Schools
 - (7) WASC – Western Association of Schools and Colleges
- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one (1) of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.
- d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.
- e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: www.chea.org.
- f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

10. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.

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- 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 110-04, 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 contract.
- 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 contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

11. 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.

12. 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 Contract.

13. 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;

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- 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.

14. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer.

15. 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.

16. 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 Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by 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.

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

- a. The Contractor shall release records relating to services provided to youth that are dependent under chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth

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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.

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