



**BOH/BOCC meet 2nd and 4th Tuesday of each month, beginning at 9 a.m.**

**REQUESTED MEETING DATE:**  
 December 18, 2013

### AGENDA REQUEST FORM

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Agenda Item #: \_\_\_\_\_

BOCC ACTION:  APPROVED  DENIED

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO ADEQUATE BUDGET APPROPRIATIONS

Review:  Clerk of the Board

NO ACTION TAKEN/WITHDRAWN

DEFERRED TO: \_\_\_\_\_

Risk Management

CONTINUED TO DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

Legal

OTHER: \_\_\_\_\_

**DISTRIBUTION LIST:**

- |                              |  |                                   |                                     |  |
|------------------------------|--|-----------------------------------|-------------------------------------|--|
| <input type="checkbox"/> RF  | <input type="checkbox"/> Assessor      | <input type="checkbox"/> DPW      | <input type="checkbox"/> PACCOM     | <input type="checkbox"/> Superior Court  |
| <input type="checkbox"/> CF  | <input type="checkbox"/> Auditor       | <input type="checkbox"/> EMA      | <input type="checkbox"/> PC Fair    | <input type="checkbox"/> Treasurer       |
| <input type="checkbox"/> SEA | <input type="checkbox"/> Clerk         | <input type="checkbox"/> Health   | <input type="checkbox"/> Prosecutor | <input type="checkbox"/> Vegetation Mgmt |
|                              | <input type="checkbox"/> Civil Service | <input type="checkbox"/> Juvenile | <input type="checkbox"/> SDC        | <input type="checkbox"/> WSU Coop. Ext.  |
|                              | <input type="checkbox"/> DCD           | <input type="checkbox"/> NDC      | <input type="checkbox"/> Sheriff    | <input type="checkbox"/> Other           |

### AGENDA ITEM REQUEST

Please fill out in full or the request may be returned for more information. Also, please attach all pertinent documentation.

DEPARTMENT/OFFICE: Health	DIVISION (if applicable):
OFFICIAL NAME & TITLE: Mary P. Goelz, Director	PHONE / EXT: 2644
SIGNATURE: <i>Mary P. Goelz</i>	DATE: 12/7/13 RECEIVED PACIFIC COUNTY
NARRATIVE OF REQUEST	
<b>DEC 09 2013</b> GENERAL ADMINISTRATION BOARD OF COMMISSIONERS	
Request the Board approve and sign the contract with Department of Social and Health Services Department, Contract Number 1312-93045 for Professional Services. This Contract is for providing parenting instruction to families referred by Child Protective Services. It is included in our 2013 and 2014 adopted budgets. The Contract is for the time period of October 1, 2013 through September 30, 2014.	
RECOMMENDED MOTION (To Be Completed by the Clerk/Deputy Clerk of the Board)	

Name of Contractor: Department of Social and Health Services  
 Name of contract/agreement/grant/amendment (if amendment, provide copy of original document(s)):  
Client Services Contract Professional Services  
 Contract/Agreement/Grant/Amendment #: 1312-93045  
 Indicate type:  Intergovernmental/Interagency  Employment/Special Services Agreement  Federal Contract  
 Memorandum of Understanding/Agreement  Interoffice/Interdepartmental  State Contract

Contractor Type (check all that apply):  For-Profit  Private Organization/Individual  
 Non-Profit  Public Organization/Jurisdiction  
 State  Sub Recipient  
 Federal  Other

Please indicate appropriate Tax Identification Number, Uniform Business Identification Number, or Social Security Number on Page 3 of this form.

TYPE OF REQUEST (Mark all that apply and provide breakdown of bid proposals along with all pertinent documents.):  
 Public Works Project (RCW 39.04):  Limited PW Process (<\$35,000)  Limited PW Process (<\$40,000)  
 Small PW Process (<\$300,000)  PW Project (>\$300,000)  
 Equipment, Materials, & Supplies (RCW 36.32):  < \$5,000 (attach 3 bids)  \$5,000-\$25,000 (use small works roster)  >\$25,000 (competitive bids)  
 Services / Leases:  Architectural & Engineering  Personal Services  
 Lease (Personal Property i.e. copier, printer)  Lease (Real Property)  
 Telecomm & Data Processing  Other Services (Please Describe):  
 To be located at: \_\_\_\_\_

Exceptions to Bidding (Please provide appropriate documentation):  
 Insurance/Bonds  Emergency Event (Purchases/Public Works)  
 Single (Sole) Source Purchase\*  Special Facilities/Market Conditions  
 \*Resolution Required

PURCHASE UNDER ANOTHER AGENCY'S CONTRACT ("Piggybacking")  
 Please attach the following:  
 - Copy of Intergovernmental Agreement with other agency  
 - Confirmation that vendor agrees to participation  
 - Documentation that contract was awarded in compliance with bidding law  
 - Documentation that Agency posted bid/solicitation notice on its website or provided access link to the notice

RFP  RFQ  Franchise  Annexation  Ordinance  Resolution  
 Appeal  Inventory Acquisition/Disposal  Tort Claim  Call for Bids  
 Open Space/Timber Classification  Post, Advertise and/or Fill Position (attach New Employee Form)  
 Other (please describe): \_\_\_\_\_

BACKGROUND/SUMMARY (include date of prior workshop and/or action, if applicable):  
 This is a contract we have held for a number of years. We provide parenting education for families referred by Child Protective Services.

TOTAL COST/AMOUNT (include sales & use tax): \_\_\_\_\_ TOTAL TAX: \_\_\_\_\_  
 TOTAL SHIPPING/HANDLING: \_\_\_\_\_ EXPENDITURE FUND #: \_\_\_\_\_ .XXX.XXX.XX.XX  
 EXPENDITURE BUDGETED?  Yes  No Will supplemental be required?  Yes  No  
 IN-KIND MATCH REQUIRED?  Yes  No DESCRIBE MATCH: \_\_\_\_\_  
 MATCHING FUNDS REQUIRED?  Yes  No AMOUNT OF MATCHING FUNDS: \_\_\_\_\_

**BOCC / RISK MANAGEMENT / LEGAL REVIEW**

[TO BE COMPLETED BY THE CLERK/DEP. CLERK OF THE BOARD]

Legal Contracting Authority/Entity

OK Comments/Changes

Business License/Professional License/Debarment

OK Comments/Changes

*(Please indicate appropriate ID#)*

TIN#:

UBI#:

SS#:

Background Check(s)

OK Comments/Changes

Risk Transfer - Indemnity and Insurance

OK Comments/Changes

Fund/Budget Authorization

OK Comments/Changes

EEOC/WMBE Requirements and/or Wage Determination

ADA

OK Comments/Changes

POSTED ON WEB

NOTES/COMMENTS



# CLIENT SERVICE CONTRACT

DSHS Contract Number:  
1312-93045  
Resulting From Solicitation Number:

## Professional Services

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number:  
1305-  
Contractor Contract Number:

CONTRACTOR NAME Pacific County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586-		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1231
CONTRACTOR CONTACT Mary Goelz	CONTRACTOR TELEPHONE (360) 875-9349	CONTRACTOR FAX (360) 875-9352	CONTRACTOR E-MAIL ADDRESS mgoelz@co.pacific.wa.us
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2042XS-12	
DSHS CONTACT NAME AND TITLE Ann Polanco Contracts Manager		DSHS CONTACT ADDRESS 6840 Capital Blvd Bldg 3 P.O. Box 45714 Olympia, WA 98504-	
DSHS CONTACT TELEPHONE (360) 725-6760	DSHS CONTACT FAX (360)725-6766	DSHS CONTACT E-MAIL ADDRESS pann300@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
CONTRACT START DATE 10/01/2013	CONTRACT END DATE 09/30/2014	CONTRACT MAXIMUM AMOUNT \$0.00	
<b>Professional Services Provided:</b> Statements of Work and Billing and Payment Information appear in the body of this Contract for <b>ONLY</b> the Professional Service(s) designated below:  Parenting Instruction			
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A – Data Security Requirements; Exhibit B – Statement of Work; Exhibit C - Program Requirements; Exhibit D – Billing Statement			
<b>Contract Purpose:</b> The purpose of these services is to provide professional level mental health services as authorized by Children's Administration to improve the safety of children and the functioning of individuals and families. Services may include assessment, counseling, therapy or treatment services.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		Ann Polanco, Contract Manager	DATE SIGNED

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

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

## DSHS General Terms and Conditions

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

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

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

## DSHS General Terms and Conditions

Contract remains valid and in full force and effect.

14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

### Additional General Terms and Conditions – Client Service Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
20. **Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
21. **Indemnification and Hold Harmless.**
  - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
  - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
  - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation

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to procure insurance in accordance with this Contract or the scope of said insurance.

- 22. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 23. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
  - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - Include a statement as to why the Contractor thinks the notice is incorrect; and
  - Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 24. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 25. Subrecipients.**
- General.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
    - 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;

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- (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 OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
- (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and
- (7) 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 <http://www.ojp.usdoj.gov/about/ocr/statutes.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 \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, 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 OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."

c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

**26. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

**27. Termination for Default.** The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;

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- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

**28. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

**29. 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 services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

**30. Treatment of Property.** All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

**31. Taxes.**

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all

## DSHS General Terms and Conditions

taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.

- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-93 and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

## 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. "Abuse of Client" means mental or physical injury including, but not limited to, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
  - b. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
  - c. "Authorized User(s)" means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - d. "CA" means Children's Administration, within the Department of Social and Health Services.
  - e. "Central Contract Services" means the DSHS Office of Administrative Resources, Central Contract Services, or successor section or office.
  - f. "Child, Youth and/or Client" are used interchangeably throughout this contract and shall mean the party served.
  - 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. "Corrective Action Plan" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
  - i. "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.
  - j. "Culturally Appropriate" means responsive to a client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
  - k. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - l. "Limited English Proficient Client" means any person applying for or receiving DSHS services directly or by contract whose primary language is not English.
  - m. "SSPS" means Social Service Payment System, the service authorization and payment system used by DSHS for this contract.

## Special Terms and Conditions

- n. "Staffings" means formal or informal meetings of two or more CA or professional staff, consultants, parents, or others to review, discuss, or make decisions concerning a client or case.
- o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children's Administration as described in Exhibit A, as required in the Section below entitled **Secure Management of Confidential Information.**

3. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

4. **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.

5. **Billing Statement – Exhibit D.** The Contractor must submit a billing statement for professional services provided using the Professional Services Billing Statement attached as Exhibit D or other substantially similar form as approved by DSHS.

### 6. **Secure Management of Confidential Information**

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

- a. Sole Proprietor Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed, and protected as described in the Special Terms and Condition Section below entitled **Data Security – Sole Proprietors.**
- b. All other Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements.**
- c. **Failure to comply with applicable requirements may result in termination of this contract.**

### 7. **Billing and Payment**

- a. The Contractor shall agree to accept the DSHS payment as the sole and complete payment for services provided under this Contract.
- b. The Contractor shall be paid for services provided under this Contract at the regional rate in effect at the time services were provided, according to the DSHS published Professional Service Fee Tables available to <http://www.dshs.wa.gov/ca/partners/intro.asp>
- c. The billing statement, report and copies of accompanying referrals shall be submitted monthly to the CA fiduciary specialist responsible for the office of the service referral, identified at <http://www.dshs.wa.gov/ca/partners/contractbilling.asp>

## Special Terms and Conditions

- d. The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at <http://www.dshs.wa.gov/ca/partners/contractbilling.asp>
- e. DSHS shall pay the Contractor monthly for DSHS authorized on-going services and evaluations provided to DSHS clients, as requested. Payment shall be dependent upon DSHS receipt of satisfactorily completed required reports that conform to specifications in the Statement (s) of Work.
- f. CA does not pay for cancelled or missed appointments. DSHS will pay only for authorized services actually performed, except when otherwise approved in writing by the Regional Administrator or designee.
- g. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- h. DSHS will make payment within thirty (30) days of receipt of a properly completed billing packet. DSHS will generate payment through the DSHS Social Service Payment System (SSPS).
- i. DSHS 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 10 working days of the due date.
- j. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

### 8. Services Authorized as Needed

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

### 9. Payment Only for Authorized Services

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

### 10. Funding Stipulations

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

## Special Terms and Conditions

### 11. Recovery of Fees for Noncompliance

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

### 12. Overpayments and Assertion of Lien

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS 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 DSHS.

### 13. Prohibition of Use of Funds for Lobbying Activities

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

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

### 14. Business/Financial Assessment

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

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

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

### 15. Investigations of Contractor or Related Personnel

- a. DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee

## Special Terms and Conditions

or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

- (1) Result in a conviction for violating a local, state or federal law, or
  - (2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety or welfare of DSHS clients.
- b. DSHS may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

### 16. Removal of Individuals from Performing Services

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

### 17. Compliance with Corrective Action Plan

In the event that DSHS identifies deficiencies in Contractor's performance under this Contract, DSHS may, at its option, establish a Corrective Action Plan. When presented with a Corrective Action Plan, 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.

### 18. Resolution of Differences

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

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

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

### 19. Insurance

The Contractor shall at all times comply with the following insurance requirements.

#### a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but

## Special Terms and Conditions

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 Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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

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

or

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

or

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

b. 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 DSHS with a waiver of subrogation or name DSHS as an additional insured.

c. 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.

d. Worker's Compensation

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

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### e. Employees and Volunteers

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

### f. Subcontractors

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

### g. Separation of Insured's

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

### h. Insurers

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

### i. Evidence of Coverage

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

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

### j. Material Changes

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

### k. General

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

## Special Terms and Conditions

### I. Waiver

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

### 20. Disputes

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

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

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

### 21. Addressing Diversity

In providing services to DSHS clients under this Contract, the Contractor shall adhere to the principles of the Children's Administration Diversity Charter, which principles include but are not limited to the following:

- Non-discrimination;
- Exceptional customer service;
- Diversified, individualized, responsive and inclusive services;
- Services that meet the cultural and ethnic needs of clients;
- Equal opportunity for the workforce.

To ensure compliance with the above requirement, the Contractor shall be familiar with the CA Diversity Charter, which can be accessed at <http://www1.dshs.wa.gov/pdf/publications/22-1108.pdf>

### 22. Braam Considerations

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

## Special Terms and Conditions

requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.

- 23. Data Security – Sole Proprietors.** Sole Proprietors shall comply with the following requirements:
- a. The Contractor shall instruct all staff, subcontractors and volunteers that confidential information may not be shared in any form except to provide services as required under this contract. This restriction applies to voice conversations, data in any electronic format, data in any paper format, and all other forms of communication.
  - b. The Contractor shall ensure that all staff, subcontractors and volunteers understand and agree that:
    - (1) Confidential information in any form must not be left unattended; and
    - (2) Any loss or misplacement of confidential information must be promptly reported to the Contractor, who must report it to DSHS within one day, in accordance with General Terms and Conditions, Section 6.
  - c. **Data Transport.** When transporting DSHS Confidential Information electronically the Data will be encrypted. This includes any transmission of the Data over the Internet in any manner including, but not limited to, email outside of their own network.
  - d. **Protection of Data.** If the Contractor stores DSHS Data on any of the following media, the data will be protected as described. Storage of the data on any other medium is not allowed unless specifically allowed within the Special Terms and Conditions.
    - (1) **Hard disk drives, CDs, DVDs, USB Flash (thumb) drives, or any form of portable electronic media.** Data stored on hard disks, CDs, DVDs, or USB flash drives, or any form of portable electronic media must be encrypted and stored in an area or place to which only the Contractor or authorized Contractor staff has access. Only authorized Contractor staff may access the data, and a Unique User ID and Hardened Password, or other authentication mechanism which provides equal or greater security, such as biometrics or smart cards, must be used to control access to the data.

At the end of the contract period, or when no longer needed, the Data must be deleted. The Data must be destroyed in accordance with sub section f. if the hard disk is removed from service.

Any system containing DSHS data, including PCs, laptops, or servers, must:

      - (a) Be encrypted
      - (b) Be manually locked to prevent unauthorized access. Such system must be set to lock automatically after no more than 20 minutes of inactivity.
      - (c) Be physically inaccessible to unauthorized individuals.
    - (2) **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

## Special Terms and Conditions

(3) **Cloud storage.** DSHS data may not be stored on any medium not controlled by the Contractor. Storage on any Internet service such as DropBox, iCloud, Amazon Web Services, or any other Internet based storage system is not allowed.

(4) **Data stored for backup purposes.**

(a) DSHS data 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. Such media will be protected as otherwise described in this exhibit. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in subsection f. Data Disposition

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

e. **Data Segregation.**

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

(2) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

f. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in subsections d (1) and d (4) (b) above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or  Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or  Degaussing sufficiently to ensure that the Data cannot be reconstructed, or  Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of Data will be protected.

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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

- g. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract.
- h. If the Contractor cannot protect the Data as articulated within this Contract, including Data shared with a subcontractor, then the Contractor must immediately contact the DSHS Contact prior to signing this contract.

## Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
  - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
  - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - c. “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. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
  - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
  - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **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.** 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.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
- (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
- (a) Encrypt the Data with a key length of at least 128 bits
- (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
- (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
- Physically Secure the portable device(s) and/or media by
- (d) Keeping them in locked storage when not in use
- (e) Using check-in/check-out procedures when they are shared, and

- (f) Taking frequent inventories
  - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
  - (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
  - (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).
- h. Data stored for backup purposes.**
- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
  - (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

#### **4. Data Segregation.**

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

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

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at [dshsprivacyofficer@dshs.wa.gov](mailto:dshsprivacyofficer@dshs.wa.gov). Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

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

## STATEMENT OF WORK 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. Family Centered Practice Model
8. Notifications
9. 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 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 DSHS.

#### **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. 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) The Contractor shall be licensed or certified to provide Counseling as required by RCW 18.19 and the Washington State Department of Health (<http://www.doh.wa.gov/hsqa/Counseling>)

**(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 individuals or to a group as authorized by the CA Social Worker.
- (c) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports**

Reports shall be submitted by secure email and, at a minimum, shall include:

- (a) Dates, duration and location of parenting instruction contacts.
- (b) Subjects covered.
- (c) Parent's response to the services.
- (d) Parent's progress, including skills learned and practiced.

**5. Community Protection Team**

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

- a. Maintain and have available as part of the Contractor's regular business records, a list of consultants who are utilized and available for consultation;
- b. Ensure that peer consultation with other consultants is an integral part of service delivery;
- c. Maintain a log or other form of written record(s) to document use of consultants and frequency of consultation, which information shall be available to DSHS on request;
- 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. Family Centered Practice Model**

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

## 8. Notifications

The Contractor shall notify CA in accordance with Exhibit B – Program Requirements, Section 6 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 CA.** Immediate notification to CA requires the Contractor to:

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

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

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

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

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

(g) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

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

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

## 9. 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 CA Social Worker or as prescribed by CA. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/pdf/ca/SecureE-mail-ExternalUsers.pdf>
- c. DSHS may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete, or not suitable for court presentation.

## PROGRAM REQUIREMENTS PROFESSIONAL SERVICES

### ORGANIZATION OF PROGRAM REQUIREMENTS

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Degree Requirements
4. Staff and Subcontractor Training
5. Background Checks
6. Health and Safety of CA Client Children
7. Domestic Violence Perpetrator
8. Corporal Punishment Prohibited
9. Smoking Prohibited in Presence of Client Children and Foster Youth
10. Transportation of Children
11. Culturally Relevant Services
12. Interpretation and Translation
13. Confidentiality – Additional Requirements
14. Client Records
15. Administrative Records
16. Personnel and Subcontractor Records
17. Auditing and Monitoring
18. Operating Procedures
19. Office of the Family and Children's Ombudsman

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 DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

## 2. Required License in Good Standing

- a. If the Contractor or any of the Contractor's staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.
- 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 DSHS contact person listed on page 1 of this contract.

## 3. Degree Requirements

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

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

#### 4. 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 CA's Mandated Reporter Toolkit within 30 days of the effective date of a first time CA 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 DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>.

#### 5. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), 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.

#### 6. Health and Safety of CA Client Children

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA social worker and, if

appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.

- b. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring CA social worker. The Contractor shall follow verbal notification by written notification within 24 hours to the CA social worker and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".
- d. Written notification required by the Contractor shall include notification by fax or by secure e-mail.

## **7. Domestic Violence Perpetrator Treatment**

Domestic violence perpetrator treatment, when authorized under this Contract, shall be provided only when the Contractor's treatment program is certified by DSHS under RCW 26.50.150 at the time that services are provided. Contractor staff providing treatment services must be qualified and must be approved by DSHS to provide direct treatment to domestic violence perpetrators in accordance with Chapter 388-60 WAC, specifically WAC 388-60-0315 and WAC 388-60-0325.

## **8. Corporal Punishment Prohibited**

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

## **9. Smoking Prohibited in Presence of Client Children and Foster Youth**

Smoking in the presence of client children is prohibited including, but not limited to, the following circumstances:

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

## **10. Transportation of Children**

The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:

- a. Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a DSHS/CA background check.
- b. Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at <http://www.800bucklup.org/>.

- c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- d. Motor vehicle is maintained in safe operating condition.
- e. Number of passengers does not exceed the seating capacity of the motor vehicle.
- f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.
- g. **The Contractor shall ensure that no transportation of DSHS clients occurs unless an auto insurance policy that covers the transportation of DSHS clients is in effect.**
- h. DSHS shall have discretion to disallow any employee, subcontractor, or volunteer of the Contractor from providing transportation to DSHS clients.

#### 11. **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.

#### 12. **Interpretation and Translation**

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

#### 13. **Confidentiality – Additional Requirements**

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

- a. **Consent by Minor.** The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DSHS.
- b. **Encrypted Email Account.** The Contractor shall use an encrypted email account for electronic

submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at CA's website, located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

#### 14. Client Records

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

- a. Information regarding CA referral, intake, assessment, and Individual Family and Service Plans.
- b. Hours of service provided to client to include: date of service, type of service, number of hours provided, outcome of service, the number of home visits provided, recommendations and conclusions.
- 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.
  - (3) Charting notes.
- f. Documentation of all service contacts.

#### 15. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract.
- c. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- d. Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- e. Copy of the Certificate of Insurance for each subcontractor; and
- f. 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.*

**16. 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, who may have contact with DSHS clients in performing duties or providing services under this Contract:

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

**17. Auditing and Monitoring**

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting

from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.

- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff time.

**18. Operating Procedures**

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address, 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;
  - (8) Emergency procedures.
- b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on page 1 of this Contract.
- c. The Contractor and CA shall each retain a copy of the written operating procedures.

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

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

Referring Office:

Exhibit D

<b>PROFESSIONAL SERVICES BILLING STATEMENT</b>
--

<u>Provider Name</u>	<u>Provider Number</u>
<u>Street</u>	<u>City</u>
<u>State</u>	<u>Zip</u>
Provider Phone Number: _____	

<u>Client Name</u>	<u>Case Number</u>	<u>Date Bill Submitted</u>
CA Social Worker	Street	City
		State
		Zip

<u>Name of counselor providing direct service</u>	<u>Degree</u>
<u>Certification/Registration #</u>	
<u>TYPE OF REFERRAL</u>	

- |   |   |
|---|---|
| <input type="checkbox"/> Psychosocial Evaluation        | <input type="checkbox"/> Domestic Violence Perpetrator Treatment  |
| <input type="checkbox"/> Counseling, Therapy, Treatment | <input type="checkbox"/> Sexual Deviancy Evaluation (adults only) |
| <input type="checkbox"/> Parent Instruction             | <input type="checkbox"/> Developmental Assessment                 |
| <input type="checkbox"/> Parent Assessment              | <input type="checkbox"/> Chemical Dependency Assessment/Treatment |

DATE	SERVICE DESCRIPTION (face to face, reports etc.)	HOURS	RATE	AMOUNT
TOTALS				
			TOTAL DUE	

REPORT ATTACHED:  YES  NO