



**COUNTY  
PROGRAM AGREEMENT  
Professional Services**

DSHS Agreement Number  
1563-48737

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number  
  
County Agreement Number

DSHS ADMINISTRATION  
Childrens Administration

DSHS DIVISION  
Division of Children and Family Services

CCS CONTRACT CODE  
2042CS-63

DSHS CONTACT NAME AND TITLE  
Richard Morgan  
Contract Manager

DSHS CONTACT ADDRESS  
1949 South State Street  
Tacoma, WA 984052850

DSHS CONTACT TELEPHONE  
(253)983-6240

DSHS CONTACT FAX

DSHS CONTACT E-MAIL  
MorgaRA@dshs.wa.gov

COUNTY NAME  
Pacific County

COUNTY ADDRESS  
1216 West Robert Bush Drive  
Post Office Box 26  
South Bend, WA 98586

COUNTY UBI NUMBER

COUNTY CONTACT NAME  
Mary Goelz

COUNTY CONTACT TELEPHONE  
(360) 875-9343

COUNTY CONTACT FAX  
(360) 875-9323

COUNTY CONTACT E-MAIL  
mgoelz@co.pacific.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?  
Click here to enter text.

CFDA NUMBERS

PROGRAM AGREEMENT START DATE  
10/01/2015

PROGRAM AGREEMENT END DATE  
09/30/2017

MAXIMUM PROGRAM AGREEMENT AMOUNT  
\$ \$0.00

**Professional Services Provided:** Statements of Work and Billing and Payment Information appear in the body of this Contract for **ONLY** the Professional Service(s) selected and checked below:

Psychosocial Evaluations; Sexual Deviancy Eval Adults Only; Counseling Therapy Treatment; Parenting Instruction; Developmental Assessments; Parenting Assessments; Domestic Violence Perp Treatment; Chemical Dependency Assessment & Treatment

**EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:**  
**Exhibit A – Data Security Requirements; Exhibit B - Statement of Work; Exhibit C - Program Requirements**

**Contract Purpose:** 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.

By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Richard Morgan  
Contract manager, CA/Region 3 South

## 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. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
  - 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:  
<http://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/MentalHealthProfessions.aspx>.
  - 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 and Payment**
- a. The Contractor must submit a billing statement for professional services using the Professional Services Billing Statement available at <https://www.dshs.wa.gov/ca/contracted-providers/contracted-services>.
  - 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 at <http://www.dshs.wa.gov/ca/partners/contractRates.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 <https://www.dshs.wa.gov/ca/contracted-providers/where-send-contracted-billings>.
  - d. The Contractor shall contact the responsible Fiduciary Specialist concerning billing questions. Contact information is available at <https://www.dshs.wa.gov/ca/contracted-providers/information-contracted-providers>.
  - 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. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
  - i. 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).

## Special Terms and Conditions

- j. 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.
- k. 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.

### 6. 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.

### 7. Insurance

a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Contract, that:

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

\_\_\_\_\_  The Contractor maintains the types and amounts of insurance identified below and shall, upon request by DSHS, provide certificates of insurance to that effect to the DSHS Contact on Page 1 of this Contract.

c. The Contractor shall ensure that all subcontractors providing client services under this Agreement meet the insurance requirements specified below.

### 8. Insurance Requirements

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

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

#### a. General Liability Insurance

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

## Special Terms and Conditions

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

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

or

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

or

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

b. 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.

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

## Special Terms and Conditions

that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

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

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

The Contractor shall, upon request by 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.

l. 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

## Special Terms and Conditions

maintained by Contractor.

### 9. Braam Considerations

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

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

### 11. 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.

### 12. 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.

### 13. 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.

## **Special Terms and Conditions**

- 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.

### **14. 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

### **15. 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.

### **16. 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.

### **17. Investigations of Contractor or Related Personnel**

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

## **Special Terms and Conditions**

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

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

### **18. Removal of Individuals from Performing Services**

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

### **19. Compliance Agreement**

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

### **20. 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.

### **21. 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.

## Special Terms and Conditions

- 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.

**22. Data Security – Sole Proprietors.** Sole Proprietors shall comply with the following requirements. All Other Contractors shall comply with the data security requirements stated in Exhibit A.

- 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.
  - (2) 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

## Special Terms and Conditions

- (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.

(3) **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.

(4) **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.

(5) **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	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single

### Special Terms and Conditions

Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	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

- 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. Psychosocial Evaluations**

##### **(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling or a closely allied field; or be
- (b) Certified as a Counselor in the State of Washington and/or in the state in which psychosocial evaluation services are to be provided. (RCW 18-19-200 and WAC 246-810-0221)

##### **(2) The Contractor shall:**

- (a) Provide psychosocial evaluation including a written report of a client's cognitive, emotional, behavioral and social characteristics based on direct examination and interview, appropriate testing, collateral contacts and records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports**

The Contractor shall provide a written evaluation report by secure email for each client referred by DCFS within the number of days specified in the service authorization form or, at a maximum, thirty (30) days from the time of the evaluation. Information and conclusions contained in evaluation reports must be supported by log or counseling notes in the individual client case record including, but not limited to, the following:

- (a) Source and reason for referral.
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided.
- (c) Client background information and the source of the information.
- (d) An account of the client's self-reporting, including how the client views his or her present situation and history.
- (e) Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
- (f) Diagnosis.
- (g) Conclusions, including prognosis and barriers.
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.

**b. Sexual Deviancy Evaluations Adults Only**

- (1) **Minimum Qualifications.** The Contractor shall be qualified by the State of Washington, or by the state in which sexual deviancy evaluation services are to be provided, as ONE of the following:
  - (a) State Certified Sexual Offender Treatment Provider (SOTP); OR
  - (b) Associate State Certified Sexual Offender Treatment Provider and supervised by a fully certified SOTP; OR
  - (c) Hold a minimum of a Master's Degree in social work, psychology, counseling or closely allied field and be licensed or certified in the state that services are provided; AND
  - (d) Have two years of documented experience evaluating sexual deviancy.

**(2) The Contractor shall:**

- (a) Provide a sexual deviancy evaluation including a written report of the client's emotional, behavioral and social characteristics, history and patterns of sexual deviance, and amenability to treatment and prognosis. The evaluation shall be based on direct examination and interview, appropriate testing, collateral contacts and/or records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.
- (c) Polygraph tests to clients to determine the client's truthfulness in response to case specific questions and plethysmograph tests which help determine sexual arousal patterns, must be determined justified and needed to complete the evaluation and must be approved in advance by DCFS. The contractor shall observe and interview the client and evaluate the results of the polygraph test.

**(3) Reports.**

**The Contractor shall** provide a written evaluation report by secure email for each client referred by DCFS within the number of days specified in the service authorization form or, at a maximum, thirty (30) days from the time of the evaluation. Information and conclusions contained in evaluation reports must be supported by log or counseling notes in the individual client case record including, but not limited to, the following:

- (a) Source and reason for referral.
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided.
- (c) Client background information and the source of the information.
- (d) An account of the client's self-reporting, including how the client views his or her present situation and history.
- (e) Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
- (f) Diagnosis.
- (g) Conclusions, including prognosis and barriers.
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.
- (i) A written report for any polygraph conducted and or plethysmograph testing is also required. This report must be a copy of the original written by the individual who completed the polygraph or the plethysmograph.

**c. Counseling, Therapy, Treatment**

**(1) Minimum Qualifications.**

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

- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC 246-809); by the State of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and/or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - Licensed social work associate advanced (LSWAA);
  - Licensed social work associate independent clinical (LSWAIC);
  - Licensed mental health counselor associate (LMHCA);
  - Licensed marriage and family therapy associate (LMFTA); or
- (d) Certified as a Counselor in the State of Washington and/or in the state in which services are to be provided (RCW 18-19-200) and WAC 246-810-0221.

**(2) The Contractor shall:**

- (a) For Standard Counseling, Therapy and Treatment: Provide counseling, therapy or treatment services, using (in order of preference): (1) Evidence-Based, (2) Promising Practice or (3) recognized therapeutic techniques, to assist an individual, individuals, or a family in amelioration or adjustment of mental, emotional or behavioral problems.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.
- (c) At least quarterly and on a schedule determined by CA, provide written treatment progress reports to CA.
- (d) Provide a concluding report within a maximum of thirty (30) days following the end of treatment.

**(3) Reports.**

Reports shall be submitted by secure email at minimum of quarterly, and then 30 days after the conclusion of working with the client, and at a minimum shall include:

- (a) Source and reason for referral;
- (b) Contacts with the client, including dates and duration of contact, and location where service was provided;
- (c) Presenting symptoms, problems, strengths and assets;
- (d) Clinical diagnosis;
- (e) Brief treatment course, treatment goals and modality of therapy utilized;
- (f) Key findings and treatment results; and
- (g) Recommendations, prognosis, barriers, and follow-up needed.

d. **Parenting Instruction**

(1) **Minimum Qualifications**

- (a) The Contractor shall have education, training, and demonstrated successful experience in providing parenting instruction to parents dealing with issues of abuse and/or neglect.
- (b) If the Contractor provides any services under this contract as defined in Section 1. Definitions, "Counseling", the Contractor shall be licensed or certified as required by the Washington State Department of Health.

(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) Limit the number of hours of service per month and total service duration as defined in the CA Professional Services Rate Sheet, found at <http://www.dshs.wa.gov/ca/partners/contractrates.asp>
- (d) At the request of DSHS, provide consultation to DSHS on specific cases.
- (e) Provide immediate notification to the CA social worker when:
  - i. The parent refuses to participate in services; or
  - ii. The parent has ended participation in services early (e.g. dropout).

(3) **Reports**

Written reports must be submitted by secure email to DSHS staff as designated below. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/ca/partners/intro.asp>

(a) **Monthly Report**

- i. The Contractor shall complete and submit a monthly report to the assigned social worker within 10 working days of the end of the month.
- ii. The Contractor shall utilize the Monthly Report format provided by CA; no other form may be substituted for the Monthly Report form provided by CA.

(b) **Exit Report**

- i. The Contractor shall complete and submit the Exit Report to the assigned social worker within 10 working days of successful completion of the service, termination of the service, or a parent dropping out of the services.

- ii. The Contractor shall utilize the Exit Report format provided by CA; no other form may be substituted for the Exit Report form provided by CA. This report shall, at a minimum, identify:
  - (A) Parent's progress, including skills learned and any evidence of behavioral change;
  - (B) Subjects covered; and
  - (C) Parent's response to the services.

**e. Developmental Assessments**

**(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's Degree in social work, psychology, counseling, nursing, education or a closely allied field; AND BE
- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC246-809) by the state of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and / or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - i. Licensed social work associate advanced (LSWAA);
  - ii. Licensed social work associate independent clinical (LSWAIC)
  - iii. Licensed mental health counselor associate (LMHCA)
  - iv. Licensed marriage and family therapy associate (LMFTA)

**(2) The Contractor shall:**

- (a) Provide a developmental assessment including a written report of the client's cognitive, emotional, physical, behavioral, academic and/or social characteristics and patterns of disorder, amenability to treatment and prognosis based on direct examination and interview, appropriate testing, collateral contacts and or/records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports**

The Contractor shall provide a written assessment report by secure email for each client referred by CA within the number of days specified in the service authorization form or at a maximum of thirty (30) days from the time of the assessment. Log or counseling notes in the individual client case record shall support information and conclusions contained in assessment reports. The assessment reports shall, at a minimum, include:

- (a) Source of and reason for referral;
- (b) Contacts with the client, including dates, duration and location of contact;
- (c) Client background information and its source;

- (d) An account of the client's self reporting, including how the client views the present situation and his or her history;
- (e) Types of tests conducted, including dates administered, results, interpretation method and interpreter;
- (f) Diagnosis;
- (g) Conclusions, including prognosis and barriers; and
- (h) Specific and detailed recommendations for services and treatment and the basis for the recommendations.

**f. Parenting Assessments**

**(1) Minimum Qualifications**

- (a) The Contractor shall hold a Master's degree in social work, clinical psychology, developmental psychology or closely allied field; AND BE
- (b) Licensed as a Social Worker, Mental Health Counselor, or Marriage and Family Counselor (WAC 246-809) by the State of Washington and/or the state in which services are to be provided; OR
- (c) Licensed associate in the State of Washington and/or in the state in which services are to be provided. Licensed associates (RCW 18-225-145) include:
  - i. Licensed social work associate advanced (LSWAA);
  - ii. Licensed social work associate independent clinical (LSWAIC);
  - iii. Licensed mental health counselor associate (LMHCA);
  - iv. Licensed marriage and family therapy associate (LMFTA).

**(2) The Contractor shall:**

- (a) Provide a parenting assessment including a written report with prognosis based on:
  - i. Review of family and parenting history;
  - ii. Direct examination and interview of the parent and all children referred, including a minimum of one hour observation of the parent/child interaction;
  - iii. Standardized, reliable, validated measures of parenting skills, parenting stresses and potential for abusive behavior.
  - iv. Collateral contacts and/or records review.
- (b) At the request of DSHS, provide consultation to DSHS on specific cases.

**(3) Reports.**

Logs and counseling notes in each client's original case file shall support the information and conclusions contained in the reports. Reports shall be submitted by secure email are due within 30 days of completing work with the family and, at a minimum, shall include:

- (a) Number of contacts with the client(s) including dates, duration and locations.
- (b) Background information regarding parent and child, including any history of physical abuse, domestic violence, sexual abuse, neglect and substance abuse.
- (c) Sources of information
- (d) Types of tests conducted, including dates administered, results, interpretation method and interpreter; discussion of instrument/limitation and scores/results for individuals.
- (e) Attachment to child(ren), parenting/discipline skills, ability to seek services to meet needs of child(ren).
- (f) Evaluation and prognosis on all areas identified in the letter of referral.
- (g) Conclusions – including barriers to parenting and parent's ability to make changes in a timeframe that meets requirements for timely permanency for the child.
- (h) Recommendations for a permanent home as it relates to child's safety, well-being, and the requirements for timely permanency planning.

**g. Domestic Violence Perpetrator Treatment**

**(1) Minimum Qualifications**

- (a) The Contractor shall be certified as a domestic violence perpetrator treatment program by the State of Washington Department of Social and Health Services in accordance with Washington Administrative Code (WAC) Chapter 388-60.
- (b) The Contractor and all staff providing services under this contract shall meet all treatment staff qualification standards set forth from WAC 388-60-0315 to WAC 388-60-0425, and all certification and recertification standards set forth from WAC 388-60-0435 to WAC 388-60-0545.
- (c) All direct treatment staff working in a certified program who provide intake and assessment services must be authorized by DSHS at the "staff" or "supervisor" level under WAC 388-60-0335 and WAC 388-60-0365.

**(2) The Contractor shall:**

- (a) Provide services only upon receipt of and in accordance with a written service authorization form issued by CA.
- (b) Comply with all applicable local state, and federal licensing, accreditation and certification requirements and standards necessary for the performance of this contract.
- (c) Provide the following services in accordance with RCW 26.50.150; WAC 388-60-165.

- i. Conduct an individual, complete clinical intake and assessment interview with each perpetrator who has been accepted into the treatment program. During the intake interview, program staff must obtain the following information, at a minimum:
  - (A) Current and past violence history;
  - (B) A complete diagnostic evaluation;
  - (C) A substance abuse screening;
  - (D) History of treatment from past domestic violence perpetrator treatment programs;
  - (E) History of threats of homicide or suicide;
  - (F) History of ideation of homicide or suicide;
  - (G) History of stalking;
  - (H) Data to develop a lethality risk assessment;
  - (I) Possession of, access to, plans to obtain, or a history of use of weapons;
  - (J) Degree of obsessiveness and dependency on the perpetrator's victim;
  - (K) History of episodes of rage;
  - (L) History depression and other mental health problems;
  - (M) History of having sexually abused the battered victim or others;
  - (N) History of the perpetrator's domestic violence victimization and/or sexual abuse victimization;
  - (O) Access to the battered victim;
  - (P) Criminal history and law enforcement incident reports;
  - (Q) Reports of abuse of children, elderly persons, or animals;
  - (R) Assessment of cultural issues;
  - (S) Assessment of learning disabilities, literacy, and special language needs; and
  - (T) Review other diagnostic evaluations of the participant.
- ii. Develop and employ a written treatment plan for each individual participant based on the clinical intake/assessment which the program completed for the client.
- iii. Focus treatment primarily on ending the participant's physical, sexual, and psychological abuse of the participant's victim(s).
  - (A) The program must hold the participant accountable for:

- (1) The abuse that occurred; and
  - (2) Changing the participant's violent and abusive behaviors.
- (B) The program must base all treatment on strategies and philosophies that do not blame the victim or imply that the victim shares any responsibility for the abuse which occurred.

### **(3) Reports**

The Contractor shall provide a written assessment report by secure email for each client referred by CA

- (a) Reports must be provided to CA within the number of days specified in the service authorization form, or at a maximum, thirty (30) days from the time the contractor completes the assessment.
- (b) Information and conclusions contained in the report must be supported by log or counseling notes in the individual case record. Log or counseling notes must include, but are not limited to, the following:
  - i. Source and reason for referral.
  - ii. Contacts with the client, including dates and duration of contact, and location where service was provided.
  - iii. Client background information and the source of the information.
  - iv. Types of tests conducted, by whom, dates given, results, interpretation, and method of interpretation.
  - v. Conclusions, including prognosis and barriers.
  - vi. Specific and detailed recommendations for services and treatment and the basis for the recommendations.

## **h. Chemical Dependency Assessment and Treatment**

### **(1) Minimum Qualifications**

- (a) The contractor and all staff providing services under this contract shall:
  - i. Possess the required qualifications for the provision of chemical dependency services in the State of Washington, including background clearances, as described in applicable RCW, WAC and DSHS policies and procedures.
  - ii. Be a contracted certified chemical dependency treatment provider and shall, at a minimum, meet the following requirements:
    - (A) RCW 18.205.090 (certification requirements).
    - (B) RCW 70.96A.020 (definitions).
    - (C) RCW 71.05.027 (integrated screening and assessment).

- (b) The Contractors' facility shall meet all professional qualifications and certification requirements which include, but are not limited to:
  - i. A facility with counseling spaces which are adequately private and confidential.
  - ii. A sufficient number of credentialed staff who are certified chemical dependency counselors to provide the assessment and treatment services.
  - iii. Written policies and procedures at minimum meeting WAC 388-810 Administration of county chemical dependency prevention, treatment, and support program.

**(2) The Contractor shall:**

- (a) Provide services only upon receipt of and in accordance with a written service authorization form issued by CA.
- (b) Comply with all applicable local, state, and federal licensing, accreditation and certification requirements and standards necessary for the performance of this contract.
- (c) Comply with all HIPPA (Health Information Portability and Privacy Act) and CFR 42 (Code of Federal Regulations) regarding the handling and distribution of confidential client information – including required releases of information. 42 CFR part II, Subpart A, section 2.1 and section 2.2.
- (d) Provide services in accordance with Patient Placement Criteria, Second Edition, Revised (PPC-2R) or its successor, published by the American Society of Addiction Medicine (ASAM) as the standard for making patient admission placement, continuing care, transfer, and discharge decisions. Types of services include:
  - i. Assessment.
  - ii. Treatment:
    - (A) Inpatient (residential), including recovery house.
    - (B) Outpatient (including intensive outpatient).
- (e) Communicate with the referring Social Worker and with the contracted Children's Administration Chemical Dependency Professional (CA CDP) if available in the region. Communications shall include but not be limited to:
  - i. Verification of client attendance at appointments.
  - ii. Efforts to engage the client.
  - iii. Communication of client progress and outcomes.
  - iv. Notification when a client may need any ancillary services, such as transportation to participate in assessment and treatment services.

**(3) Reports**

The Contractor shall provide a written report by secure email to the referring Social Worker and the contracted CA CDP if available in the region describing assessment results and/or treatment services provided for each client referred by CA. The report shall be provided within the number of days specified in the service authorization form or at a maximum of thirty (30) days from the time of the assessment or from completion of treatment services.

(a) **Assessment reports shall include at a minimum:**

- i. Specific and detailed recommendations for services and treatment and the basis for the recommendations.
- ii. Diagnosis and types of tests conducted, including dates administered, results, interpretation method.
- iii. Client information (name, address, phone, age, and gender).
- iv. Contacts with the client, including dates, duration, and location of contact.
- v. Account of the client's self-reporting, including how the client views the present situation and his or her history.
- vi. Required releases of information.

(b) **Treatment reports shall include at minimum:**

- i. Types of treatment recommended for the client.
- ii. Types of treatment completed by the client.
- iii. Recommendations for after-care or additional services.
- iv. Client information (name, address, phone, age, and gender).
- v. Required releases of information.

(c) **TARGET system.** The Contractor shall enter all information required by DBHR into DBHR's TARGET system, including coding to identify the client as being from Children's Administration.

(4) Rates

(a) The Contractor shall be paid for the following services in accordance with the DSHS published Chemical Dependency Assessment and Treatment Fee Table in effect at the time authorized services were provided. The Chemical Dependency Assessment and Treatment Fee Table is available at <http://www.dshs.wa.gov/ca/partners/contractRates.asp>

(b) This CA contract shall be the payer of last resort. This contract is designed to serve clients who can not access other sources of funding.

<b>Outpatient Services</b>	<b>Explanation</b>
Chemical Dependency	A regular chemical dependency assessment, administered by a certified chemical dependency

Assessment	professional (CDP).
Case Management	Includes phone calls and paperwork required by social workers and CA clients
Individual Therapy	Therapy done individually – chemical dependency
Group Therapy	Therapy done in groups – chemical dependency
<b>Inpatient Services</b>	
Adult Recovery House	A program of care and treatment with social, vocational, and recreational activities to aid in patient adjustment to abstinence and to aid in job training, employment, or other types of community activities.

(c) Funding Restrictions:

- i. 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.
- ii. 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.
- iii. 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.

- (5) **Alternative Payment Method:** DSHS may choose to pay the contractor for services under this contract via an A-19 invoice voucher process, as an alternative method to the SSPS reimbursement method described in the Special Terms and Conditions, Section 5, Billing and Payment, Subsection f.

If DSHS chooses this payment method, the Contractor shall submit a monthly invoice for services performed under this Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DSHS.

- (a) The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO. 1563-48737 FOR THE MONTH OF \_\_\_\_\_, 20\_\_\_\_"
- (b) The A-19 invoice vouchers shall be submitted to: the CA fiduciary specialist responsible for the office of the service referral, identified at <http://www.dshs.wa.gov/ca/partners/contractbilling.asp>
- (c) 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>
- (d) The rates shall be as specified in the section titled "Rates" of this Statement of Work.

- (e) The Contractor shall bill for each month of service on a separate Form A-19. The A-19 shall state the month services were provided.
- (f) 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.
- (g) Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- (h) DSHS shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- (i) 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.

## **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 mail.

## **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 the assigned CA in accordance with Exhibit B – Program Requirements,

Section 6 and 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.
  - (a) Examples of unusual incidents include, but are not limited to:
  - (b) Physical self-abuse or abuse of others;
  - (c) Sexual assaults or sexual behaviors that are age inappropriate;
  - (d) Severe behavioral incident(s) unlike the child's ordinary behavior;
  - (e) Running away;
  - (f) Any incident that necessitates medical attention or hospitalization;
  - (g) An unexpected adverse reaction to medication, food, etc.;
  - (h) 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. Staff and Subcontractor Training
4. Domestic Violence Perpetrator
5. Transportation of Children
6. Client Records
7. Administrative Records
8. Personnel and Subcontractor Records
9. Operating Procedures
10. Degree Requirements
11. Background Checks
12. Health and Safety of CA Client Children
13. Corporal Punishment Prohibited
14. Smoking Prohibited in Presence of Client Children and Foster Youth
15. Culturally Relevant Services
16. Interpretation and Translation
17. Confidentiality – Additional Requirements
18. Auditing and Monitoring
19. Office of the Family and Children's Ombudsman (OFCO)

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

### **1. Licensing or Statutory Requirements**

- a. The Contractor shall meet or exceed all minimum licensing, certification or other requirements as required by statute.
- b. When licensing, certification, or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.
- c. In the event the Contractor's 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. 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>

### **4. 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.

### **5. 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.

## 6. Client Records

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

- a. 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.

## 7. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and 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:*

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

## **8. Personnel and Subcontractor Records**

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, 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 to adhere to confidentiality of client information; and
- n. Signed statements acknowledging duty to report child maltreatment.

## **9. Operating Procedures**

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address, 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.

#### **10. Degree Requirements**

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

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

## **11. Background Checks**

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

## **12. Health and Safety of CA Client Children**

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

## **13. Corporal Punishment Prohibited**

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

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

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

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

**15. Culturally Relevant Services**

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

**16. Interpretation and Translation**

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

**17. Confidentiality – Additional Requirements**

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

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

located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

**18. Auditing and Monitoring**

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

**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.