

SERVICES CONTRACT HUB Home Expansion

DC FF Contract Number.
2432-57668
Resulting From Procurement Number:

1889						
This Contract is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.				1501	Program Contract Number: 1501 Contractor Contract Number:	
CONTRACTOR NAME			CONTRACTOR doing business as (DBA)			
The Mockingbird Society						
CONTRACTOR ADDRESS			WASHINGTON UNIFORM		DCYF INDEX NUMBER	
1820 12th Avenue		BUSINESS IDENTIFIER (UBI) 602-005-690 11		1193		
Seattle, WA 98122	Loouenage	22 751 521 121 15				
CONTRACTOR CONTACT Hayley Bridwell	CONTRACTOR TELEPHONE (206) 407-2135		CONTRACTOR	RFAX	CONTRACTOR E-MAIL ADDRESS hayley@mockingbirdsociety.	
DCYF ADMINISTRATION	DCYF DIVISI	ON		DCYF CON	TRACT CODE	
Department of Children, Youth, and Families	Children, Y	outh and Familie	es	2000PC-	2000PC-32	
DCYF CONTACT NAME AND TITLE	DCYF CONTACT ADDRESS					
Stephen Cotter		1500 Jeffersor	n Street SE			
Contracts Manager						
Olympia, WA 98501						
DCYF CONTACT TELEPHONE	DCYF CONTACT FAX				ITACT E-MAIL ADDRESS	
(360)902-8266	Click here to enter t			Stephen.Cotter@dcyf.wa.gov		
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?						
No						
CONTRACT START DATE		RACT END DATE		CONTRACT MAXIMUM AMOUNT		
	0/01/2024 06/30/2025			\$1,482,120.88		
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:						
Data Security: Exhibits (specify): Exhibit A - Data Security, Exhibit B - Statement of Work, Exhibit C - Program						
Requirements, Exhibit D - Deliverables, Exhibit E - Data Elements, Exhibit F - Data Shared With Mockingbird Society,						
Exhibit G - Budget						
No Exhibits.						
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive						
understanding between the parties superseding and merging all previous agreements, writings, and communications, oral						
or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and						
understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only						
upon signature by DCYF.						
CONTRACTOR SIGNATURE		PRINTED NAM	PRINTED NAME AND TITLE		DATE SIGNED	
33			-			
Draft - Please Do Not Sign						
DCYF SIGNATURE		PRINTED NAM	PRINTED NAME AND TITLE		DATE SIGNED	

Draft - Please Do Not Sign

- **1. Definitions**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" or "Agreement" means the entire written agreement between DCYF and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - b. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - a. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - b. "DCYF Contracts Department" means the Department of Children, Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - c. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - c. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - d. "Program Agreement" means an agreement between the Contractor and DCYF containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DCYF.
 - e. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.
 - f. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - g. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - h. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.
- **2. Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
- **3. Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DCYF.
- 4. Billing Limitations

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- 6. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 7. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 8. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- **9. Inspection.** The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- **10. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Nondiscrimination

a. Nondiscrimination Requirement

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.
- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.
- 11. Order of Precedence. In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

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

Additional General Terms and Conditions – Services Contracts

- **3. Advance Payment.** DCYF shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- 4. Construction. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
- 5. Indemnification and Hold Harmless.
 - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DCYF's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 6. Industrial Insurance Coverage. The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 7. Notice of Overpayment. If the Contractor receives a vendor overpayment notice or a letter

communicating the existence of an overpayment from DCYF, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

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

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

- 8. **DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 9. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DCYF. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DCYF's rights or remedies available under this Contract.

10. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to https://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.
- **11. Termination for Convenience**. DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice.
- **12. Termination for Default**. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DCYF has a reasonable basis to believe that the Contractor has:
 - a. Failed to meet or maintain any requirement for contracting with DCYF;
 - b. Failed to protect the health or safety of any DCYF client;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.
 - e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.
- **13. Termination or Expiration Procedure**. The following terms and conditions apply upon Contract termination or expiration:

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

15. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DCYF will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DCYF, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of Title 82 RCW and Title 458 WAC. Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DCYF shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole

responsibility.



- **1. Definitions Specific to Special Terms**. The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Agency" means a public or private agency or other organization providing services to DCYF clients.
 - b. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - c. "Child Placing Agency (CPA) means an organization licensed by DCYF to certify home studies and supervise children and youth placed in out of home care into the care of the families licensed by the CPA.
 - d. "Client" means any child or adult who is authorized services by DCYF.
 - e. "Compliance Agreement" means a written plan approved by DCYF which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contactor to compliance with the terms of the Contract.
 - f. "Constellation" means one Hub Home and six to ten satellite homes.
 - g. "Consult" means to seek information, guidance, or advice from Mockingbird Society or DCYF but does not include decision-making authority which is retained by DCYF.
 - h. "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.
 - i. "D.S. Settlement" means the legal agreement resulting from the D.S. Class Action Complaint against DCYF which can be found at https://www.dcyf.wa.gov/sites/default/files/pdf/DS SettlementAgreement Signed 060622.pdf.
 - i. "D.S. Settlement Class Member" means individuals as defined in the D.S. Settlement section III available at https://www.dcyf.wa.gov/sites/default/files/pdf/DS SettlementAgreement Signed 060622.pdf.
 - k. "Enhanced Constellation" means a Constellation that prioritizes placement and is prepared to care for and support children and youth in the DS Settlement class. This term is not used by the Mockingbird Society but is used in this contract to differentiate between DCYF's existing and new Constellations.
 - I. "Family" means the birth parent(s), kinship caregiver (relative or close family friends), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child or youth.
 - m. "Host Agency" means DCYF and up to three CPAs which have contracted with TMS to implement Mockingbird Family. Once implementation is complete, the Host Agencies assume all authority and responsibility for the launch, maintenance, recruitment, and other necessary services for the continuation of Mockingbird Family Constellations within their agency.

- n. "Hub Home" means a caregiver with a full foster care license and two beds to accommodate respite care who provides ongoing support to Satellite Homes.
- o. "Launch" means the first official Hub-hosted Constellation gathering including all, or most, of the Satellite families (including young people), DCYF, and TMS representatives.
- p. "Licensed Foster Parent" means person(s) and their residence licensed by the LD, a CPA within Washington State, or a Tribal foster care program, to regularly provide twenty-four (24) hour care in their home to children and youth experiencing foster care.
- q. "Licensing Division" and "LD" means a division of the DCYF agency.
- r. "Materials" includes any writings, recordings, pictures, video, or data created and owned by Mockingbird, such as training materials, manuals, diagrams, and handbooks.
- s. "Mockingbird" is the Mockingbird Society (TMS), a community-based organization that has developed and replicated the Mockingbird Family foster care delivery model.
- t. "Mockingbird Family" (MBF) means a Constellation of six (6) to ten (10) foster and/or kinship homes that are within a geographical range defined by Mockingbird Family protocols and agreed upon by the DCYF office supporting the individual Constellation.
- u. "Protocols" means a written plan developed in partnership between the Hub Home(s), DCYF Mockingbird Family Program Manager, DCYF Field Operations and Licensing Division staff, and the Mockingbird Family consultants that address defined situations, roles and responsibilities including but are not limited to placement, respite, and disruption avoidance.
- v. "Satellite Home" means a caregiver with an LD approved home study or kinship or foster license who is providing full-time care to at least one young person who is experiencing foster care.
- w. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
- x. "SOGIE" means a person's sexual orientation, gender identity, and expression.
- v. Young people" means children and youth ages 0-18 in the care and custody of DCYF.
- **Purpose**. This contract licenses DCYF and up to three child placing agencies (CPAs) in Washington State as Host Agencies to implement the Mockingbird Family model. This is year one of a two-year Host Agency contract. This contract includes model implementation to include consultation, materials, training, data portal access, and technical assistance to DCYF and contracted CPAs from the Mockingbird Society.

17. Period of Performance

- a. The provisions of chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract shall be the latter date of execution by both parties ("Effective Date").
- a. The initial Period of Performance for this Contract is the Effective Date, as defined above to June 30th, 2025. This Contract may be extended for up to two (2) additional years, in one (1) year or two (2) year intervals, through June 30, 2028, at the sole discretion of DCYF, with approval from DES.

- **18. Statement of Work**. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Statement of Work, attached as Exhibit B.
- **19. Data Security Requirements Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.
- **20. Budget Exhibit Exhibit G**. Contractor's Budget for providing services under this Contract is attached as Exhibit G.
- 21. 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.
- **22. Table of Deliverables Exhibit D**. The Table of Deliverables and Costs for the Contractor to provide services under this Contract is attached as Exhibit D. Funds may be transferred between line items of the Table subject to the following conditions:
- 23. Consideration.
 - a. <u>Maximum Contract Amount.</u> Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$1,482,120.88, including any and all expenses, and shall be based on a successful completion of the Statement of Work, along with adherence to the Budget, Guidelines and Standards attached hereto.
 - b. <u>Travel Expenses</u>. Travel expenses incurred or paid by the Contractor shall be reimbursed at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Reimbursable travel expenses under this Contract only include mileage, lodging and per diem rates. Any out-of-state travel must be approved in advance by DCYF for travel expenses to be reimbursable under this Contract. Travel expenses are included in the maximum contract amount for this Contract.

Current rates for travel can be accessed at: http://www.ofm.wa.gov/policy/10.90.htm

24. Billing and Payment

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 DCYF.

- a. The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DCYF CONTRACT NO. 2432-57668 FOR THE MONTH OF ______, 20__"
- b. The A-19 invoice vouchers shall be submitted to:

Angelia Etter, Program Manager Department of Children, Youth and Families PO Box 40983 Olympia, WA 98504-0983

c. The Contractor shall contact the above Program Manager at (360) 899-6769 or via email at angelia.etter@dcyf.wa.gov concerning billing questions.

- d. The rates shall be as specified above in the section titled "Consideration" of this Contract.
- 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. DCYF agrees to quarterly payments for project deliverables as outlined in Exhibit D. Quarterly deliverable payments shall be billed within 60 days of the quarter completion. The Contractor shall submit on a separate Form A-19 specifying the deliverable payment and report outlining deliverables accomplished. The Mockingbird Family Program Manager shall approve payment once sufficient evidence has been provided by the Contractor that the deliverables were achieved.
- g. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.
- h. Claims for payment submitted by the Contractor shall be paid by DCYF if received by DCYF no later than sixty (60) days from the date services were rendered.
- i. DCYF will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- DCYF shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- k. DCYF may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within ten (10) working days of the due date, or incomplete.

25. Payment Only for Contracted Services

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

26. Funding Stipulations

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

27. Recovery of Fees for Noncompliance

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

28. 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 DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

29. Business/Financial Assessment

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

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

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract;
- 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.

30. Investigations of Contractor or Related Personnel

- a. DCYF may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DCYF or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:
 - (1) Result in a conviction for violating a local, state or federal law, or
 - (2) In the sole judgment of DCYF, adversely affect the delivery of services under this Contract or the health, safety or welfare of DCYF clients.
- b. DCYF may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a

subcontractor, from providing services, or from having contact with DCYF clients, until the investigation is concluded and a final determination made by the investigating agency.

31. Removal of Individuals from Performing Services

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

32. Compliance Agreement

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

33. Administrative Records

The Contractor shall retain all fiscal records that substantiate all costs charged to DCYF under this Contract.

34. Auditing and Monitoring

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

35. 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** below.

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

36. Prudent Parenting

The Contractor shall (if providing placement services to DCYF children), follow and comply with Prudent Parenting Standards outlined in RCW 74.13.710. All staff responsible for supervision and care of children served under this contract shall have completed the required online training provided by DCYF and the UW Alliance. The Contractor shall have onsite, for each facility based program, at least one (1) staff, per shift, who is designated to be the official caregiver authorized to apply the reasonable and prudent parenting standards. This training can be accessed at:

https://allianceforchildwelfare.org/course-catalog. To aid in how to use and apply prudent parenting standards DCYF developed guidelines. A copy of the guidelines is located at:

https://www.dcyf.wa.gov/services/foster-parenting/guidelines-laws-rules.

37. Disputes

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

Department of Children, Youth & Families Attention Contracts Unit P.O. Box 40983 Olympia, WA 98504-0983

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

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

- 1. Definitions
- 2. Authority
- 3. Scope of Protection
- 4. Data Classification
- 5. Compliance with Laws, Rules, Regulations, and Policy
- 6. Administrative Controls
- 7. Authorization, Authentication, and Access
- 8. Protection of Data
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- 11. Data Segregation
- 12. Confidentiality Protection
- 13. Data Disposition
- 14. Data shared with Subcontractors
- 15. Notification of Compromise or Potential Compromise
- 16. Breach of Data
- **1. Definitions**. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information, and who has been authorized to do so.
 - c. "Cloud storage" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - d. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data. "Confidential Information" also includes, but is not limited to, Category 3 and Category 4 Data as described in section 4 of this Exhibit (Exhibit A: Data Security Requirements), Personal Information, Materials, and Data. The definition of "Confidential Information" shall also include the definition described in section 1 (Definitions) of the General Terms and Conditions of this Contract.
 - e. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information.

- f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. "FedRAMP" means the Federal Risk and Authorization Management Program (see https://www.fedramp.gov/), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. "Personal Information" shall have the same meaning as described in RCW 42.56.590(10) and includes, but is not limited to, information protected under chapter 13.50 RCW, Health Care Information as that phrase is defined in RCW 70.02.010, personally identifiable information, and other information that relates to a person's name and the use or receipt of governmental services or other activities.
- I. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- m. "Portable Media" means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- n. "Physically Secure" or "Physical Security" means that access is restricted through physical means to authorized individuals only.
- o. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access

to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

- p. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. Authority.

The security requirements described in this contract reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy and Standards Manual.

3. Scope of Protection

The requirements described in this Contract apply to Confidential Information and Data related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.

4. Data Classification

- a. The Washington State Office of the Chief Information Officer (OCIO) has established policies that classify data into categories based on the data's sensitivity. The categories described in Section 4 of OCIO policy No. 141.10 are adopted and incorporated by reference in this Agreement. Pursuant to Section 4 of OCIO policy No. 141.10 the categories are as follows:
 - (1) Category 1 Public Information

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

(2) Category 2 – Sensitive Information

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- (a) Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- (b) Information about public employees as defined in RCW 42.56.250;
- (c) Lists of individuals for commercial purposes as defined in RCW 42.56.070(9); and
- (d) Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.
- (4) Category 4 Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- (a) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and
- (b) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

5. Compliance with Laws, Rules, Regulations, and Policies

- a. Confidential Information and Data that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:
 - (1) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information and Data; and
 - (2) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information and Data.

6. Administrative Controls.

- a. The Contractor must have the following controls in place:
 - (1) A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents.
 - (2) Security awareness training for all staff, presented and documented annually, as follows:
 - (a) Contractor staff responsibilities under the Contractor's security policy;
 - (b) Contactor staff responsibilities as outlined under contract Exhibit A; and

- (c) Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf
- (3) Contractor may replace the DCYF Information Security Awareness training listed above with their own equivalent Information Awareness Training.

7. Authorization, Authentication, and Access.

- a. In order to ensure that access to the Data is limited to authorized staff, the Contractor must comply with the following:
 - (1) Have documented policies and procedures that:
 - (a) Govern access to systems; and
 - (b) Govern access to paper/hard copy documents and files.
 - (2) Only allow access to Confidential Information through administrative, physical, and technical controls.
 - (3) Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - (4) Ensure that only authorized users are capable of accessing the Data;
 - (5) Ensure that an employee's access to Data is removed:
 - (a) Within twenty-four (24) hours of an alleged compromise of the user credentials;
 - (b) Within 24 hours from when their employment, or the contract under which the Data is made available to them, is terminated;
 - (c) Within 24 hours from when the employee or contractor no longer need access to the Data to fulfill the requirements of the Contract; and
 - (d) Within 24 hours from when the staff member has been suspended from performing services under this Contract.
 - (6) Have a process in place the requires quarterly reviews verifications that ensure only authorized users have access to systems containing Confidential Information.
 - (7) The Contractor must require the following password and logon requirements for Authorized Users to access Data within the Trusted Network:
 - (a) To access Data the Authorized User must be required to enter a Hardened Password;
 - (b)The hardened password must not contain a user's name, logon ID, or any form of an individual's full name:

- (c) The hardened password must not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and
- (d)Hardened passwords are significantly different from the previous four (4) passwords. Hardened passwords that increment by simply adding a number are not considered significantly different.
- (8) When accessing Confidential Information and Data from an external location (the Data will traverse the Internet or otherwise travel outside the Trusted network), mitigate risk and enforce hardened password and logon requirements for users by employing measures that include:
 - (a) Ensuring mitigations applied to the system don't allow end-user modification;
 - (b) Not allowing the use of dial-up connections;
 - (c) Using industry standard protocols and solutions for remote access. Examples include secure VPN and Citrix;
 - (d) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;
 - (e) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than thirty (30) minutes of inactivity; and
 - (f) Ensuring the use of Multi-Factor Authentication (MFA) to connect from the external end point to the internal end point.
- (9) Hardened passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.). If a lesser standard is authorized under this subsection, the PIN or password must:
 - (a) Be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
 - (b) Not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
 - (c) Not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).
- (10) If the Contract specifically allows for the storage of Confidential Information on a Portable Device, passwords used on the device must:
 - (a) Be a minimum of six (6) alphanumeric characters;
 - (b) Contain at least three unique character classes (upper case, lower case, letter, number);
 - (c) Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable); and

(d) Render the device unusable after a maximum of five (5) failed logon attempts.

8. Protection of Data.

a. The Contractor agrees to store Data on one or more of the following medias and protect the Data as described:

(1) 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.

(2) Network server disks

- (a) 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.
- (b) 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.
- (3) Optical discs (CDs or DVDs) in local workstation optical disc drives
 - (a) Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area, when not in use for the contracted purpose, such discs must be Stored in a Secure Area.
 - (b) Workstations that are capable of accessing Data from 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.
- (4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers
 - (a) Data provided by DCYF on optical discs that will be attached to network servers will not be transported out of a Secure Area.
 - (b) 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.
 - (c) 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.

(5) Paper documents

- (a) All paper documents must be protected by storing the records in a Secure Area, with access controlled through the use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.
- (b) When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.
- (c) Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle. NOTE: The use of a lock box, other lockable storage container or a non-lockable storage container stored in a vehicle does not override this requirement.
- (d) Paper documents will be retained in a Secure Area, per the State of Washington records retention requirements.
- (6) Data storage on portable devices or media
 - (a) Except where otherwise described herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - i. The Data must be Encrypted;
 - ii. Portable devices must be equipped with a Unique User ID and Hardened Password or stronger authentication method such as token or biometrics;
 - iii. Portable devices must be manually locked whenever they are left unattended. The devices must be set to automatically lock after a period of no more than fifteen (15) minutes of inactivity:
 - iv. Administrative and physical security controls must be applied to Portable Devices and Portable Media by:
 - (A) Keeping them in a Secure Area when not in use;
 - (B) Using check-in/check-out procedures when they are shared; and
 - (C) Taking quarterly inventories.
 - (b) When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
 - (c) Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

- (7) Data stored for backup purposes
 - (a) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.
 - Such storage is authorized until such time as that media would be reused during the course of normal backup operations.
 - ii. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.
 - (b) 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.
 - i. If so, such media will be protected as otherwise described in this exhibit.
 - ii. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(8) Cloud storage

- (a) Data requires protections equal to or greater than those specified elsewhere within this Exhibit.
- (b) Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:
 - i. Data must not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (A) The Contractor has written procedures in place governing use of the Cloud storage and by signing this contract, the Contractor attests that all such procedures will be uniformly followed;
 - (B) The Data must be Encrypted while within the Contractor network;
 - (C) The Data must remain Encrypted during transmission to the Cloud:
 - (D) The Data must remain Encrypted at all times while residing within the Cloud storage solution;
 - (E) The Contractor must possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;
 - (F) The Data must not be downloaded to a non-authorized system. the only authorized systems are located on the DCYF network or Trusted networks;
 - (G) The Data must not be decrypted until downloaded onto a computer or portable devise within the control of an Authorized User and within either the DCYF network or Trusted network; and

- (H) Access to the cloud storage requires Multi Factor Authentication.
- ii. Data must not be stored on an Enterprise Cloud storage solution unless either:
 - (A) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or
 - (B) The Cloud storage solution used is FedRAMP certified; or
 - (C) Contractor can attest that:
 - 1. They have reviewed the data security policy of the cloud service provider; and
 - 2. The cloud service provider meets requirements of Exhibit A in full or with limited exceptions.

9. Method of Transfer

- a. All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.
 - (1) Approved options include:
 - (a) SFT service provided Washington Technology Solutions (WaTech); or
 - (b) The DCYF instance of Box.com.
- b. Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.
- c. An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.
- d. Any other solution must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the cover page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.
- e. The Contractor must use a secure solution for electronic mail submissions which contain Confidential information, and Personal Information, as defined in the General Terms and Conditions.
- f. Information regarding receiving encrypted email from DCYF can be obtained at DCYF's website, located at: https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email.

10. System Protection.

- To prevent compromise of systems that contain DCYF Data or systems that Data passes through, the Contractor must:
 - (1) Ensure all security patches or hotfixes applied within three (3) months of being made available;

- (2) Have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;
- (3) Ensure systems containing Data shall have an Anti-Malware application installed, if available; and
- (4) Ensure that Anti-Malware software is kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

11. Data Segregation.

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

12. Confidentiality Protection

- a. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:
 - (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract.
 - (2) Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
 - (3) Not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF.

- (4) Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), that can be found at this webpage: https://www.dcyf.wa.gov/forms. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
 - (a) DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and
 - (b) If requested by DCYF, Contractor must provide the original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) and Subcontractors' Staff person(s).

13. Data Disposition.

- a. The Contractor must ensure that all Data, including paper and electronic records, are retained pursuant to the Washington State retention standards.
- b. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.
- c. Once the retention standard has passed, Contractors may destroy data as outlined below:
 - (1) The following acceptable methods of destruction must be used:

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
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical	character data, or
discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or
	Physically destroying the disk
Paper documents with Category 3 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 Category 4 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 tone	Description in circulation or average out about disc.
Magnetic tape	Degaussing, incinerating or crosscut shredding

14. Data shared with Subcontractors.

- a. If the Subcontractor cannot protect the Data described in this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.
- b. The Contractor shall not share any Data with the Subcontractor until the Contractor receives such approval.

15. Notification of Compromise or Potential Compromise

- a. The Contractor shall notify DCYF by way of the Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within one (1) business day, after becoming aware of any potential, suspected, attempted or actual breach that has compromised or the potential to compromise DCYF shared Data.
- b. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security.
- c. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their staff.

16. Breach of Data

- a. In the event of a breach by the Contractor of this Exhibit and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
 - (1) Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; and/or
 - (2) Suspend the Contractor's access to accounts and other information; and/or
 - (3) Terminate the Contract.

STATEMENT OF WORK

MOCKINGBIRD FAMILY EXPANSION

ORGANIZATION OF STATEMENT OF WORK

- 1. Intent of Services
- 2. Mockingbird Family
- 3. Mockingbird Society Obligations
- 4. DCYF Obligations
- 5. Data Integrity
- 6. Notifications
- 7. 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

This contract licenses DCYF and up to three child placing agencies (CPAs) in Washington State as Host Agencies to implement the Mockingbird Family model. This is year one of a two-year Host Agency contract. This contract includes model implementation to include consultation, materials, training, data portal access, and technical assistance to DCYF and contracted CPAs from the Mockingbird Society.

2. Mockingbird Family

- a. The Mockingbird Family is a model program that develops a micro-community (Constellation) of families who support each other and the young people in their care who are experiencing foster care.
- b. A Mockingbird Family Constellation includes:
 - (1) A Hub Home
 - (2) 6-10 Satellite Homes
 - (3) 6-18 children or youth experiencing foster care
- c. Mockingbird Family Key Components
 - (1) The Hub Home is operated by licensed foster parents who provide the following to support foster and licensed kinship families or kin with an approved home study in a Mockingbird Family Constellation:
 - (a) Ongoing support and access to resources;
 - (b) Coordinate social events, activities, and family meetings;

- (c) Schedule or provide planned and crisis respite;
- (d) The Hub Home is the intended respite provider for young people placed in the Constellation unless there are extenuating circumstances.
- d. Mockingbird Family Hub Homes provide the following services:
 - (1) Culturally responsive, LGBTQIA+ affirming, and trauma-informed support to young people and adults:
 - (2) Coordination of monthly Hub Home group meetings which may include training, mentoring, and coaching for satellite families;
 - (3) Coordination of quarterly planned or impromptu social events for families, children, and youth. Planned social event may take the place of or occur in combination with a monthly Hub Home group meeting;
 - (4) Respite care as requested by caregivers, children, or youth, and including planned, crisis, and placement stabilization respite;
 - (5) Support permanency planning efforts including Family Time visitation with parents and siblings for young people placed in the Constellation;
 - (6) Provide transportation as needed;
 - (7) In support of satellite homes in the Constellation, Hub homes will mediate any potential crisis and conflict occurring within the satellite home. If additional support or aide is needed, Hub home will support resource navigation and intervention for the caregiver.
 - (8) Mockingbird Family Constellations request, coordinate, and provide adequate support and services to young people placed in the Constellation that:
 - (a) Promote permanency (including reunification, guardianship, and adoption);
 - (b) Family Time visitation with parents and siblings;
 - (c) Education;
 - (d) Placement stabilization;
 - (e) Independent living skills training and employment;
 - (f) Therapy or counseling;
 - (g) Support and affirm emotional and developmental needs regarding race, religion, culture, and SOGIE.
 - (9) Constellations
 - (a) Include Hub Homes that meet all Hub Home requirements (as described in (2)(c-d8) in

Exhibit A Statement of Work).

- (10) Enhanced Constellations
 - (a) Include Hub Home parent(s) that have verified experience parenting a young person who currently or previously qualified for Behavior Rehabilitation Services (BRS) or Wraparound with Intensive Services (WISe).
 - (b) Prioritize placement of D.S. Settlement class members.

3. The Mockingbird Society shall:

- a. Organize and provide Mockingbird Family licensed materials as described in Exhibit E.
- b. Provide Mockingbird Family **training** necessary for model implementation.
 - (1) Deliver two Mockingbird Family Immersion Workshops
 - (a) Purpose and participants
 - i. The first Immersion Workshop supports overall DCYF implementation.
 - ii. The second Immersion Workshop occurs after CPA contractors have been procured.
 - (b) Mockingbird Family training curricula will be:
 - i. Tailored to Washington State's child welfare landscape and needs.
 - ii. Responsive to the needs of children and youth in the DS class and the foster parents and kin parenting them.
 - iii. Step by step implementation planning support.
 - iv. Orientation and training for team members to deliver support to Constellation members using the Mockingbird Family framework meaning the core values and principles imbedded in the Mockingbird Family model.
 - v. "TMS will provide DCYF Program Manager with agenda for immersive workshop with detailed topics for review at least 2 weeks prior to the immersive workshop.
 - vi. TMS will provide all training materials related to Hub Home, Liaison, and Constellation Launch training after the immersive workshop.
 - vii. TMS will pay for light breakfast and lunch for 15+ DCYF workgroup team members.
 - viii. TMS will not cover the cost of transportation or lodging for DCYF staff.
 - (2) General Mockingbird Family Overview
 - (3) Youth Programs training (culture of foster care)
 - (4) Support and connection to include youth voice in training or process development

- (5) Training to liaisons and Hubs after staffing or Hub Home changes.
- (6) Hub Home training
 - (a) Hub Home Provider coaching and mentoring with experienced Hub Home consultants and trainers.
 - (b) Instruction and technical assistance on how to use the Mockingbird Family database.
 - (c) Training shall ensure DCYF's Hub Home providers understand the role and responsibilities of the Hub Home position including ongoing adherence to all licensing rules and regulations as defined in Washington Administrative Code Chapter 110-148 available at https://app.leg.wa.gov/WAC/default.aspx?cite=110-148.
 - (d) DCYF Mockingbird Family program manager and liaisons will be invited to attend Hub Home training.
 - (e) Organize online Hub Home provider meetings, quarterly shared learning events, online trainings, and peer support opportunities.
 - i. Required invitees include:
 - (A) Mockingbird Family designated staff.
 - (B) DCYF Mockingbird Family team including program manager and liaisons.
 - (C) Hub Homes.
 - (D) Other invitees as agreed upon by TMS and DCYF.
- (7) Two Shared Learning Events
 - (a) Full day, online virtual event
 - i. The purpose of the virtual event is to improve knowledge sharing between agencies and families, reorientation and assessment of progress towards DCYF goals (e.g. D.S. Settlement, etc.), and improved access to knowledge and upcoming changes at DCYF and around the state.
 - ii. To include topic discussions based on needs identified by DCYF workers, Hub Homes, and/or CPA partners.
 - iii. TMS will work with DCYF in the lead up to ensure needs around implementation, continuous quality improvement (CQI), or other adjustments are included as part of the training.
 - iv. Materials will be provided to the DCYF PM no later than two weeks prior to the SLE for review and approval.
 - (b) Full day, in-person event from 10 am-4 pm organized and hosted by TMS.
 - The purpose of the full day event is to provide learning opportunities, facilitate

conversations, obtain status updates, and elicit feedback and opportunities for improvements on how constellations are serving youth in the settlement class.

- ii. TMS will facilitate agenda and content planning for the SLE.
- iii. Content will address topics agreed upon by TMS and DCYF.
- iv. Materials will be provided to the DCYF PM no later than two weeks prior to the SLE for review and approval.
- v. TMS will provide and is fiscally responsible for:
 - (A) Rental space
 - (B) All meals (breakfast, lunch, dinner, and snacks) for all participants.
 - (C) Child care
 - (D) Flights and 1 night of lodging for Hub Homes and their families.
 - (E) Lodging for up to 10 DCYF staff.
- (c) Invitees include:
 - i. Washington Hub Homes and their families
 - ii. DCYF staff (max of 10)
 - iii. Other guests to be identified by DCYF and TMS
- c. Provide data portal, technical assistance and consultation.
 - (1) Provide access to, direction, and reports from the Mockingbird Family web-based data portal.
 - (2) Facilitate data reviews during consultation meetings.
 - (3) Problem-solve data entry issues with DCYF.
 - (4) Access to the data portal will be provided to Hub Homes, CPA program managers and liaisons, the following DCYF staff:
 - (a) Recruitment and retention program administrator
 - (b) MBF program manager
 - (c) MBF liaisons
 - (d) Data analyst
 - (5) Hire a consultant for and complete a data portal redesign to meet user needs.

- d. Fidelity Review and Assessment
 - (1) Confirm fidelity adherence at/above 70%.
 - (2) Provide additional support when gaps in fidelity are noted.
 - (3) Reassess any Constellation or agency using MBF to continue to utilize the name.
- e. Program meetings
 - (1) DCYF implementation team

Monthly meeting with DCYF Mockingbird Family team, CPA partners, Hub Homes, and other impacted individuals (as agreed upon by DCYF and Mockingbird).

(2) DCYF project team

Monthly meeting with DCYF Mockingbird Family team (including program staff and other staff as agreed upon by DCYF and Mockingbird).

(3) CPA teams (up to three)

Monthly meeting with each CPA's implementation and support team and DCYF Mockingbird Family team members for up to 1 year during implementation and up to one-year post-implementation.

- (4) Meetings with all DCYF and CPA launched constellations.
- (5) Once Constellations exceed 15, TMS will:
 - (a) Prioritize maintaining monthly meetings with new constellations
 - (b) Complete quarterly check-ins with long-standing constellations
 - (c) Adjustments may be made based on:
 - i. Emergency situations
 - ii. The request of DCYF staff, Hub Homes, or Satellite families.
- f. TMS will provide external consultants, trainers, or subject experts to support DCYF implementation or specific constellation-identified needs.

g. Program Evaluation

- (1) Collaborate with DCYF to explore potential funding sources for a program evaluation that may include but are not limited to developing a decision package.
- (2) Participate in a consultation with DCYF Office of Innovation, Alignment, and Accountability on the timing, reasonable cost, purpose, and type of evaluation needed.

h. DCYF's HUB Home Payments

- (1) Mockingbird will provide the monthly Hub Home payments to DCYF's Hub Homes (including CPAs) for services provided to Satellite Homes until the work can transition to DCYF.
- (2) Mockingbird may subcontract with an agency to provide the monthly payments to DCYF's Hub
- (3) Any subcontractor must be approved by DCYF.

4. DCYF shall:

- a. Consult with the Mockingbird Society including:
 - (1) Reviewing implementation plans and activities.
 - (2) Reviewing constellation progress and identifying and troubleshooting emerging issues.
 - (3) Inviting all appropriate individuals to attend meetings and consultation with Mockingbird Society.
- b. Provide feedback and updates to Mockingbird on a quarterly basis including:
 - (1) Data regarding any adaptations, expansion efforts and activities, applicable meetings, implementation, and trainings;
 - (2) Raw data and analysis DCYF has access to and from any evaluations performed internally by the DCYF and/or by a third-party evaluator to Mockingbird.
- c. Collect and provide data in accordance with the descriptions and standards provided by Mockingbird Family in adherence to the model and as listed in Exhibit F.

d. Model Fidelity

- (1) Maintain at/above 70% model fidelity adherence.
- (2) Verify homes in the constellation required to be licensed or certified to care for children and youth placed in out-of-home care are in good standing during participation in the mode
- (3) DCYF will monitor the status of families in constellations each month, and notify MBF when a family is not in good standing.
- (4) DCYF will support TMS fidelity reviews by providing sharable information on the status of the constellation, to include LD CPS and Licensing Investigations.

e. Program Evaluation

- (1) Collaborate with the Mockingbird Society to explore potential funding sources for a program evaluation that may include but are not limited to developing a decision package.
- (2) Consult with DCYF Office of Innovation, Alignment, and Accountability on the timing, reasonable cost, purpose, and type of evaluation needed.
- f. Growth of Mockingbird Family Constellations

- (1) Once implementation has occurred, DCYF and contracted Child Placing Agencies may increase the number of Constellations based DCYF's determined capacity and need.
- (2) Mockingbird will support the first 10 constellations (4 traditional and 6 enhanced) in FY 2025 with the support of DCYF and contracted CPA's. Expansion will not be limited by The Mockingbird Society.
- g. Hub Home Payments
 - (5) DCYF will work to develop internal process for making HUB Home payments directly.
 - (6) DCYF will collaborate with Mockingbird on an appropriate transition of this service

5. Data Integrity

- a. DCYF and Mockingbird will ensure data security.
- b. The Mockingbird Society will:
 - (1) Provide use and access to the Mockingbird Family web-based data portal while DCYF and Mockingbird have a standing contract.
 - (2) Extract and provide data described in the Statement of Work reporting section (Exhibit B—F).
 - (3) Allow users as agreed upon by DCYF and Mockingbird.
- c. DCYF will collect data:
 - (1) Provide data in accordance with the descriptions and standards provided and including the data elements listed in Exhibit F.
 - (2) Require contracted child placing agencies and Hub Homes to regularly record and report data to DCYF.
- d. Right to Publish Data.
 - (1) Mockingbird may publish data related to Washington State's use of Mockingbird Family and otherwise has non-exclusive rights to reproduce, distribute, publicly perform, publicly display, and create derivative works.
 - (2) Mockingbird will provide appropriate attribution to DCYF.
 - (3) Review period requirements
 - (a) DCYF reserves the right to review any data and/or narrative associated with a report or distribution of derivative works to ensure accuracy.
 - (b) The Mockingbird Society will provide 10 business days prior to distribution and will not publish derivative works until receiving electronic (email) or written correspondence from the DCYF Mockingbird Family Program Manager.

(c) DCYF will provide 10 business days prior to distribution and will not publish derivative works until receiving electronic (email) or written correspondence from The Mockingbird Society.

6. Notifications

Rescheduled or Cancelled Meetings. The Contractor shall notify DCYF Program Manager in writing by email and by phone within twenty-four (24) hours if a scheduled meeting is cancelled or rescheduled.

7. Reports

- a. Monthly Hub Home Reports
 - (1) Data will be entered and verified in the Mockingbird Family Data Portal.
 - (2) Each monthly Hub Home report will include:
 - (a) First and last names of Hub and Satellite caregivers.
 - (b) Person ID numbers for each youth placed in the Constellation who are experiencing foster care.
 - (c) Identification of foster caregivers exiting or joining the Constellation
 - (d) Hours of service to Satellite homes reported by the Hub
 - i. Crisis Respite Hours
 - ii. Planned respite
 - iii. Counts of transports
 - (e) Other Hub Support Services
 - Social Activities (number of activities, count of families that attended, number of activities attended by DCYF)
 - ii. Hub Management Hours (including coaching, mentoring, check-ins)
 - (f) Other Constellation Activities
 - i. Moves
 - ii. Transition (Satellite to Satellite)
 - iii. Unplanned disruptions
 - iv. Planned moves
 - v. Reported Run Episodes
 - (g) LD or LD-CPS Licensing Investigations

(3) Data entry and reporting table, process to be followed monthly:

Timeframe	Example – July Data	Action	Responsible Party
5th of the month immediately following reporting period	August 5th	DCYF and CPA Hub Homes enter monthly data elements in the data portal	Hub Home Parent(s)
First business day following the 5 th of the month	August 6 th	TMS initiates reimbursement to DCYF and CPA hub homes	TMS
10th of the month (or next business day thereafter)	August 10th	TMS submits A19 with recorded contracted activities and hours to DCYF contact	TMS
20 of the month after the reporting period (or first business day thereafter)	August 20 th	DCYF verifies monthly data in the portal and notifies TMS that verification is complete.	DCYF Mockingbird Family staff
20th of the month after the reporting period (or first business day thereafter)	August 20 th	TMS locks reports & emails final monthly reports to DCYF MBF program manager.	TMS

- b. Quarterly Implementation, Training and Technical Support Deliverables Report
 - (1) The Mockingbird Society will send a secure email to the DCYF Mockingbird Family Program Manager a quarterly synthesis of all of Washington State's Hub's data. The report is due no later than 30 days after the end of the reporting period. For example, the statewide summary report that covers April-July will be due by August 30.
 - (2) Report will include a detailed summary of deliverables provided during the previous quarter. Description of activities outlined in the program deliverable table located in Exhibit X..
 - (a) Detailed description of all deliverables completed during the quarter broken down by the following sections:
 - i. Contract:

List of licensing materials provided during the quarter.

ii. Data Portal Access, Training, and Redesign:

Number of total data portal access users, training provided to include Date, Attendees, Purpose, Outcome, Next Steps

iii. Technical Assistance and Support:

Meetings held to include the following: Date, Attendees, Purpose, Outcome, Next Steps

iv. Constellation Launch & Trainings:

Name and Location of HUB, Training Provided for Launch to include Date, Attendees, Type of Training, Trainer, Hours Trained

v. Mockingbird Training and Workshop:

Training and/or Workshop Provided, Agenda of Event, Date, Attendees, Purpose, Outcome, Licensing Materials Provided, Hours Trained

- vi. Detailed description of all deliverables not occurring during the quarter broken down by the following sections:
 - (A) Reasons deliverable did not occur;
 - (B) Communication with DCYF Program Manager to accomplish said deliverable; and
 - (C) Plan to achieve deliverable in the next quarter.
- (3) Description of:
 - (a) Themes and trends impacting DCYF's implementation of Mockingbird Family.
 - (b) Mockingbird Society's proposed solutions to any barriers or trouble spots as well as proposed enhancements to Mockingbird Family not accounted for in Mockingbird Family materials at the time this contract is executed.
 - (c) Highlights and bright spots of implementation.

Program Requirements

ORGANIZATION OF PROGRAM REQUIREMENTS

- 1. Staff and Subcontractor Training
- 2. Transportation of Children
- 3. Administrative Records
- 4. Personnel and Subcontractor Records
- 5. Background Checks
- 6. Corporal Punishment Prohibited
- 7. Culturally Relevant Services
- 8. Interpretation and Translation
- 9. Auditing and Monitoring
- 10. Office of the Family and Children's Ombuds (OFCO)

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

1. Staff and Subcontractor Training

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

- a. <u>Minimum Training Requirements</u>. The Contractor shall ensure employees, sub-contractors and/or volunteers complete, at a minimum training on the following topics prior to providing services under this Contract:
 - (1) <u>Confidentiality Training/Information</u>. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.
 - (2) Mandated Reporter Training
 - (a) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in DCYF's Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time DCYF Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.
 - (b) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DCYF, or access the Mandated Reporter Toolkit online at the following address: https://www.dcyf.wa.gov/safety/report-abuse.

2. Transportation of Children

- The Contractor shall not provide transportation to DCYF clients in providing services under this Contract.
- b. The Contractor shall **not** transport a child who is **not** in DCYF care, custody, and control.

3. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DCYF under this Contract;
- 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;
- Personnel policy reflecting DCYF training requirements described in section 13 of Exhibit C Program Requirements.
- d. A copy of any subcontract or other agreement for subcontracted services;
- e. Copy of the Certificate of Insurance for each subcontractor; and

4. Personnel and Subcontractor Records

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

- a. DCYF criminal history background check approval;
- b. Any other criminal history background checks;
- c. Staff training log;
- d. Signed statements acknowledging duty to report child maltreatment;
- e. Signed statements to adhere to confidentiality of client information; and
- f. Copy of each signed subcontract or other agreement for any subcontractors.

5. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832,

43.43.834 and 43.20A.710, and WAC 110-04, or successor statutes has been completed through DCYF for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.

- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DCYF.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), or successor statute, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

2. Corporal Punishment Prohibited

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

6. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. This includes:

- Lesbian, gay, bisexual, transgender, queer, intersex, asexual and affiliated communities (LGBTQIA+) affirming practices that create safe, inclusive, and welcoming environments free of bias or judgement.
- Culturally responsive services or services provided that demonstrate an awareness and value of cultural 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.

7. Interpretation and Translation

In order to meet the needs of our clients, the Contractor shall:

- a. Possess appropriate technology (including laptops or tablets of suitable size, high speed internet connection and other similar technology) to facilitate the use of video remote interpretation (VRI);
- b. Provide Limited English Proficiency (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- c. Request appropriate Auxiliary Aids and Services whenever they are necessary to ensure effective communication for clients who are deaf, Deafblind, or hard of hearing using the methods set forth in sections d-g below.
- d. Notify the DCYF Social Service Specialist to request a qualified sign language interpreter for clients

whose primary language is sign language whenever necessary to ensure effective communication in the following circumstances:

- (1) Communications regarding an explanation of a Client's rights, responsibilities, or obligations;
- (2) Obtaining assent to any legally-binding agreement;
- (3) Communications that pertain to out-of-court communications that involve negotiations or other significant legal issues; and
- (4) Services that are required by this contract.
- e. Notify the DCYF Social Service Specialist to request in-person interpretation services whenever necessary to ensure effective communication in the following circumstances:
 - (1) Communications regarding an explanation of a Client's rights, responsibilities, or obligations;
 - (2) Obtaining assent to any legally-binding agreement;
 - (3) Communications that pertain to out-of-court communications that involve negotiations or other significant legal issues; and
 - (4) Services that are required by this contract.
- f. Request and access video interpretation services if in-person interpretation services are unavailable pursuant to DCYF guidance. To obtain DCYF guidance pertaining to accessing video interpretation services please contact DCYF's coordinator.
- g. Request and access other auxiliary aids and services to facilitate effective communication by contacting DCYF's ADA Coordinator as soon as the need is known.
- h. Provide to DCYF clients served under the Contract the contact information for DCYF's ADA Coordinator.

Karin Morris – DCYF ADA Coordinator <u>Dcyf.adaaccessibility@dcyf.wa.gov</u> (360) 480-7230

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

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

Implementation, Training and Ted	chnical Support Deliverables	
Stages of Implementation	Program Deliverable	
Quarter 1	July 1 st – September 30th	
Contracts	 1 year licensing fee for DCYF. Access to TMS materials and training 	
Data Portal Access, Training, and Redesign	Hire a consultant for data portal redesign. Anticipated data portal launch date is 6/30/25.	
	Data portal access	
	Data portal training to new users, including Hub Homes, & technical assistance.	
Technical Assistance and Support	 Monthly meetings with: DCYF implementation team CPA teams DCYF project team Constellations 	
	 Additional meetings with community partners and committees by TMS staff to support DCYF implementation. Completed monthly hub home reports Monthly HUB home payments for DCYF constellations (including those run by CPAs) 	
Constellation Launch & Trainings	 TMS will launch 2 DCYF constellations with DCYF support (launch dates dependent on DCYF readiness). (Max. number of constellations that TMS will launch in FY 2025 is 10 (4 DCYF & 6 CPA -enhanced constellations). Constellation training and launch facilitation 	
Mockingbird Training and Workshop	Immersion Workshop	
Quarter 2	October 1 st – December 31st	
Contracts	 DCYF/CPA contract initiation (May be delayed based on CPA readiness). TMS/CPA contract initiation (May be delayed based on CPA readiness). 1 year licensing fee for up to 3 CPAs. See contracts Q1 for additional deliverables covered through the TMS/DCYF contract. 	
Data Portal Access, Training, and Redesign	See Data Portal Access, Training, and Redesign Q1.	
Technical Assistance and Support	See Technical Assistance and Support Q1.	

Constellation Launch & Trainings	TMS will launch 2 DCYF constellations with DCYF support (launch dates dependent on DCYF readiness). (Max. number of constellations that TMS will launch in FY 2025 is 10 (4 DCYF & 6 CPA -enhanced constellations). See Constellation Launch & Trainings in Q1.		
Shared Learning Events	Virtual Shared Learning Event (may be delayed depending on availability of staff and hub homes into Q3)		
Quarter 3	January 1 st – March 31st		
Contracts	 MBF/DCYF contract negotiations begin for FY2026. See Contracts Q1 for additional deliverables. 		
Data Portal Access, Training, and Redesign	See Data Portal Access, Training, and Redesign Q1		
Technical Assistance and Support	See Technical Assistance and Support Q1.		
Constellation Launch & Trainings	• TMS will launch 3 CPA constellations with DCYF/CPA support (launch dates dependent on CPA readiness). (Max. number of constellations that TMS will launch in FY 2025 is 10 (4 DCYF & 6 CPA -enhanced constellations).		
Mockingbird Training and Workshop	 Immersive Workshop See Shared Learning Event Q1 for additional details. 		
Shared Learning Events	See shared Learning Event Q2 for additional details.		
Quarter 4	April 1 ^{st –} June 30th		
Contracts	 MBF/DCYF contracts negotiations conclude & contract for fiscal year 2026 is finalized. See Contracts Q1 for additional deliverables. 		
Data Portal Access, Training, and Redesign	 See Data Portal Access, Training, and Redesign Q1. New data portal system be in place by 6/30/25. 		
Technical Assistance and Support	See Technical Assistance and Support Q1		
Constellation Launch & Trainings	 TMS will launch 3 CPA constellations with DCYF/CPA support (launch dates dependent on CPA readiness). (Max. number of constellations that TMS will launch in FY 2025 is 10 (4 DCYF & 6 CPA -enhanced constellations). See Constellation Launch & Trainings in Q1. 		
Shared Learning Events	In-Person, Full Day Shared Learning Event		

Licensed Materials

- 1. Licensed Materials--provide Mockingbird Family materials, including but not limited to the following:
 - a. Implementation Materials
 - (1) Implementation Planning Steps Outline
 - (2) Implementation Tracker next steps
 - b. Training Materials
 - (1) Immersion Workshop curricula
 - (2) Mockingbird Family data entry instructions
 - (3) Liaison and Hub Home Training documents
 - (4) General MBF program overview for all DCYF and contracted CPA staff
 - c. Core Program Materials—Framework
 - (1) The Mockingbird Family Constellation Resource Manual
 - (2) Host Agency Implementation Handbook
 - (3) Fidelity markers
 - (4) Protocols developed by contracted agency
 - (5) Hub and Satellite Home agreement/template
 - (6) Mockingbird Family Implementation Fidelity Alignment Review
 - d. Any additional materials provided to support an agency in implementing an MBF Constellation
 - (1) Biannual Constellation/staff Surveys
 - (2) Program Assessments
- 2. Provide decisions regarding the approval and use of Mockingbird Family materials in a timely manner, no more than 5 business days from the original request date.
- 3. Limitations
 - a. Use of Mockingbird Family materials "outside of modification to DCYF MBF Constellations" should be discussed with Mockingbird staff and documented in a written agreement.
 - b. DCYF is required to return or destroy licensed materials at the end of this contract unless a new agreement is developed allowing for the use of licensed materials to continue.

a.

c. DCYF developed derivative materials will not be shared or published without approval from Mockingbird and DCYF.

4. Derivative Works

- a. DCYF reserves the right to review any derivative works prior to distribution or publication to ensure accuracy.
- b. The Mockingbird Society will provide 5 business days prior to distribution and will not publish derivative works until receiving electronic (email) or written correspondence from the DCYF Mockingbird Family Program Manager.
- 5. Agencies who discontinue the use of Mockingbird Family are required to return and/or destroy licensed materials upon conclusion of contract, including derivative materials based on the licensed materials as described in Exhibit E.

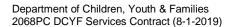


Exhibit F

Data Shared with Mockingbird Society

- 1. Caregivers (Hub and Satellite Homes)
 - a. First and last name
 - b. Street address
 - c. City
 - d. State
 - e. Postal code
 - f. Phone number
 - g. Email address
 - h. Date of licensure
 - i. Date Hub launched
 - j. Count of licensed beds
 - k. Count of non-dependent youth
 - I. LGBTQ identification
 - (1) Yes
 - (2) No
 - (3) Prefer not to say
 - b. Religion
 - c. Ethnicity
 - (1) American Indian or Alaska Native
 - (2) Asian
 - (3) Black or African American
 - (4) Native Hawaiian or other Pacific Islander
 - (5) White
 - (6) Other

- d. Ethnicity description
- e. Checkbox--Identified as Latino or Hispanic
- f. End date
- g. Exit reason
- h. Indicate if:
 - (1) Will foster after exit
 - (2) Join constellation support circle

6. Youth

- a. First and last name
- b. Person ID number
- c. Date of birth
- d. Satellite home youth is placed in
- e. Date of placement
- f. Previous postal code
- g. School grade level
- h. Transition services start date
- i. Checkbox--Returned from permanency
- j. Checkbox--Has siblings
- k. Checkbox--Has siblings in foster care
- I. Checkbox--Has siblings in the constellation
- m. Gender
 - (1) Male
 - (2) Female
 - (3) Non-binary/Third gender
 - (4) Transgender
 - (5) Prefer to self-describe
 - (6) Prefer not to disclose

n. Ethnicity

- (1) American Indian or Alaska Native
- (2) Asian
- (3) Black or African American
- (4) Native Hawaiian or other Pacific Islander
- (5) White
- (6) Other

o. LGBTQ

- (1) Yes
- (2) No
- (3) Prefer not to say
- p. Religion
- q. Checkbox--Identified as Latino or Hispanic
- r. Checkbox--Is Affiliated/Registered with Tribe

7. Services

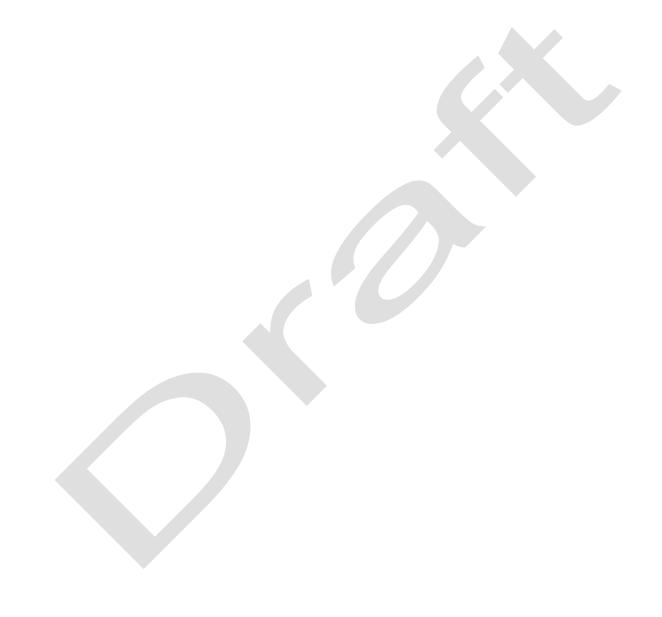
- a. Hours of service to satellite homes reported by the Hub
- b. Planned respite hours
- c. Crisis Respite Hours
- d. Number of Crisis Supports
- e. Number of Transports
- f. Transport Hours
- g. Other Hub Support Services
 - (1) Social Activities (number of activities, count of families that attended, count of community members that attended, number of activities attended by Host agency)
 - (2) Caregiver check-ins, coaching and mentoring
 - (3) Hub Management Hours
 - (4) Other Constellation Activities (please note that these data points are not typically reported by Hubs)

- (5) Transition
- (6) Educational supports provided by Hub Home
- 8. Constellation Updates
 - a. New placements per month
 - b. Count of avoided disruptions
 - c. Unplanned disruptions
 - d. Run episode threats
 - e. Reported run episodes
 - f. Planned Moves
 - g. Visitations
 - h. Child safety and licensing
 - i. Foster Parent Recruitment
 - j. Foster Parents Exiting the Constellation



		Budget			
		BUDGET PERIOD: July 1, 2		ine 30, 2025	<u> </u>
		DIRECT COSTS—			
	Personnel/Fringe		FTE	Expense	
1.	MBF dir		45%	39,258.45	
2.		bird Consultant	55%	61,455.48	
3.	Mockingbird Consultant		29% 90%	27,829.88	
4. 5.		Mockingbird Consultant (new) IMS Director		89,700.60	
6.		oordinator	22% 7%	42,062.58 9,422.03	
7.		counting	13%	9,970.40	
8.	YB Man		5%	3,925.85	
9.	YP direc		5%	5,857.61	
	ersonnel			\$289,482.8	38
	DIRECT				
Catego	ory	Subcategory	Individ Expen		Total Budgeted Expense
Shared		Rental cost for training venues	\$40,00	0	\$91,500
learnin	•	Equipment	\$6,000		
events, & workshop		Flights & transportation for Hubs	\$10,00	0	
Costs		Food	\$25,00		
		External Services - child care	\$7,000		
		Supplies	\$3000		
0: 44 5		Printing 500	\$500		***
Staff R		Tanada Ballana a (6) alata	* 0.000		\$24,000
Expens	ses	Travel Mileage/flights	\$9,000		_
		Lodging Per Diem meals	\$9,000 \$6,000		_
		Trainings	0	•	
		Conferences	0		
		Meetings	0		7
Techno	ology	Licensing Fees/professional	\$10,00	0	\$27,000
		Equipment & tech	\$4,500		
		Data portal	\$9,000		
		Software	\$2,000		
Supplies		Supplies for trainings	\$1,500		_
A 1 11/1 1		Curricula	62,000		¢44.000
Additional		Stipend for young people	\$3,000		\$14,000
Supports		External consultants Engagement Activities	\$11,000 0 0		-
		Classes			-
		Transportation	0		
		Other	0		-
Total C	ther Dire				\$156,500.00
	CT COST				, , , ,

Administrative	Admin & overhead (45% of	\$59,924.97	\$49,000.00
Indirect Costs	MBF shared costs)		
	Program Support (HR, Payroll,		
	etc.)		
TOTAL INDIRECT CHARGES			
(must be less than 10% of budget)			\$49,000.00
TOTAL			\$494,982.88



HUB HOME REIMBURSEMENT AND ADMINSTRATIVE FEES			
Deliverable	Deliverable Cost	Monthly Max	Contract Max
HUB Home Reimbursement to a maximum of 15 Traditional	Up to \$2400 per month for active HUB home reimbursement	\$36,000	\$432,000
HUB Home Reimbursement to a maximum of 9 Enhanced	Up to \$4500 per month for active HUB home reimbursement	\$40,500	\$486,000
Administrative Fee	Up to 10% (not to exceed \$240) may be charged for each HUB Home service payment each month	\$5,760	\$69,120
Contract Max Total for HUB Home Reimbursement			\$987,120
Budget -Direct and Indirect costs			\$494,982.88
Total Contract Max budg	get		\$1,482,120.88