



UPDATE ON NETWORK ADMINISTRATOR PROCUREMENT EFFORTS



Washington State Department of
CHILDREN, YOUTH & FAMILIES



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EXECUTIVE SUMMARY

This report is prepared in compliance SB 6407, Section 64 (12)¹, which directs the Washington State Department of Children, Youth, and Families (DCYF) to expand the use of the Network Administrator Model in Eastern Washington. The annual report is to be submitted *“to the oversight board for children, youth, and families established pursuant to RCW 43.216.015 and the appropriate committees of the legislature ... detailing the status of the network administrator procurement and implementation process.”* The report also addresses the one-time requirement DCYF provide a recommendation on the time frame for expansion of the Network Administrator model, Section 64 (6).

BACKGROUND

Beginning in 2015, an organization known as Family Impact Network (FIN), began providing network administration services to an eight-county catchment area in Eastern Washington. The goal of the network administrator, at the direction of the Legislature, was to implement a new management structure for client service contracts. Instead of DCYF directly managing the services, FIN would assume management and certain monitoring duties (compliance with terms and conditions) for contractors. Initially, FIN focused on the delivery of parent-child visitation services. Over the course of five years, FIN expanded its network to include combined in-home services, which consist primarily of evidence-based practices.

IMPLEMENTATION PROCESS

Over the course of 2019 and 2020, DCYF and Family Impact Network (FIN) worked to expand the overall portfolio of services offered by the Network Administrator. As of May 2020, FIN is now the Network Administrator for Combined In-Home Services (CIHS) and Family Time (FT) for all of DCYF Regions 1 and 2. This expansion fulfills the intent of the legislation and was completed in May of 2020.

At this time, DCYF is awaiting approval from the Office of Financial Management (OFM) for an amendment to the Network Administrator Agreement. As the Network Administrator agreement is considered a personal service contract, approval from OFM will be required to amend and extend the current agreement (see Exhibit A).

2020-2021 PERFORMANCE FOCUS

DCYF has continued to meet with FIN on a bi-monthly basis to ensure successful completion of this implementation plan. As of the date of this report – September 2020 – FIN has remained on target with regard to the goals set forth below:

- Increasing provider capacity.
- Meeting the specific needs of rural areas.
- Increasing the diversity of providers to match the communities they serve.

In addition to these broader goals, and specific to Family Time, FIN has been working on aligning more closely with the general Family Time contract for data reporting and performance-based contracting (PBC) outcomes. This includes FIN’s responsibility for subcontractors’ performance. FIN has also been working to improve the flexibility of contractors to provide visitation services outside of FIN catchment areas, such as for parents residing on the west side of the state when their children live in eastern Washington or for parents who live in neighboring states but close to the border. Further, DCYF is currently completing a review of data to examine effectiveness of the Network Administrator model.

¹ <http://lawfilesexternal.wa.gov/biennium/2017-18/Pdf/Bills/Session%20Laws/Senate/6407.SL.pdf>

DCYF presented some initial information to the oversight board August 20, 2020, and plans for a complete analysis by the end of the calendar year.

Specific to Combined In-Home Services (CIHS), FIN has been advancing work on the following goals:

- Supporting Sprout² development for CIHS.
- Establishing, implementing, and achieving PBC goals of family engagement, service dosage, and connection to community resources.
- Increasing the number of CIHS providers within prevention and front end programs.
- Supporting the ramp-up and expansion of the service array.
- Focusing on hiring practices to promote diversity, equity, and inclusion and support the dismantling of systemic racism.

² DCYF's new web-based data system developed to increase data accuracy related to Family Time visits. Sprout will track provider's acceptance rate and timeliness of Family Time provided to families. Sprout also allows Family Time reports to be viewed as soon as the provider approves it and caseworkers will no longer be required to upload visit reports in FamLink. The agency can view the provider and service worker assigned a referral as soon as it's accepted. Sprout will continue to grow as DCYF moves towards improving data collection and implementing performance-based contracting.

	PERSONAL SERVICE CONTRACT Network Administrator	DCYF Contract Number: 1935-43081 Resulting From Procurement Number: 1835-002	
This Contract is between the State of Washington Department of Children, Youth, and Families (DCYF) and the Contractor identified below.		Program Contract Number: 1501- Contractor Contract Number:	
CONTRACTOR NAME Family Impact Network		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 1020 West Riverside Avenue Spokane, WA 99201		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-413-426	DCYF INDEX NUMBER 169506
CONTRACTOR CONTACT Sheila Morley	CONTRACTOR TELEPHONE (509) 309-3432	CONTRACTOR FAX (509) 343-1624	CONTRACTOR E-MAIL ADDRESS sheila@familyimpactnetwork.org
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000PC-35	
DCYF CONTACT NAME AND TITLE David Sexton Contracts Manager		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504	
DCYF CONTACT TELEPHONE (360)902-8452	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS David.Sexton@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
CONTRACT START DATE 07/01/2019	CONTRACT END DATE 06/30/2020	CONTRACT MAXIMUM AMOUNT \$1,884,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:			
<input checked="" type="checkbox"/> Data Security: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A- Data Security; Exhibit B- Statement of Work; Exhibit C- Program Requirements; Exhibit D- Budget			
<input type="checkbox"/> 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 NAME AND TITLE Sheila Morley Executive Director		DATE SIGNED 6/28/19
DCYF SIGNATURE 	PRINTED NAME AND TITLE David Sexton, Contracts Manager Department of Children, Youth, and Families		DATE SIGNED 7/1/19

DCYF General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - b. "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.
 - c. "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.
 - d. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children Youth and Families statewide agency contracting procedures, or their appropriate designee.
 - e. "DCYF Contracts Department" means the Department of Children Youth and Families statewide agency headquarters contracting office, or successor section or office.
 - f. "Department of Children, Youth and Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - g. "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.
 - h. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - i. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - j. "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.
 - k. "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/>.
 - l. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - m. "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.

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- n. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - o. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - p. "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. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
 - b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

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- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

Note: If the DCYF Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DCYF Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DCYF, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DCYF or Contractor shall certify in writing that they employed a DCYF approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DCYF contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DCYF Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DCYF.

7. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

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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.

8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide 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.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Termination Due to Change in Funding.** If the funds DCYF relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed

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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.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the 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 – Personal Service Contracts

17. **Advance Payment.** DCYF shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **Indemnification and Hold Harmless.**
- 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.
 - 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.
 - 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.
 - 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.
20. **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.
21. **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:
- Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;

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- 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.

- 22. **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.
- 23. **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.
- 24. **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

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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.

25. 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.

26. 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.

27. 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

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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.

28. 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.

29. 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.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
 - b. "Catchment" means the geographic area from which the Network Administrator (NA) will be required to deliver services in.
 - c. "Capacity" means the actual service capacity a provider has to immediately take a referral and serve a family.
 - d. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - e. "Client" means any child or adult who is authorized services by DCYF.
 - f. "Compliance Agreement" means a written plan approved by DCYF which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - g. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
 - h. "CPS" means Child Protective Services, a program under DCYF.
 - i. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.
 - j. "Data Led Management" – means the Contractor shall use data to inform and drive the performance of providers in achieving high quality services and how services support families towards achieving DCYF goals.
 - k. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child.
 - l. "Family Support and Related Services" means Visit Services and Combined In-Home Services client service contracts.
 - m. "High Quality and Effective" means the NA and service providers are delivering a high level of compliance to the contract, successfully producing the desired or intended result.
 - n. "LEP" means Limited English Proficiency, and indicates an individual's need for additional support and assistance in comprehending the English language.
 - o. "Network Administrator" or "NA" means an agency under contract with DCYF that employs performance based contracting methods to manage and monitor a network of providers to deliver high quality services to children and families.

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- p. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
- q. "Service Provider" means a public agency, private business or other organization providing client services to DCYF clients under contract with the NA.
- r. "Social Service Specialist" means the assigned DCYF social worker.
- s. "WSIRB" means the Washington State Institutional Review Board, which is the designated institutional review board for DSHS. The WSIRB is responsible to provide oversight of research that may involve DSHS clients, beneficiaries, patients, wards, and state agency employees or these individuals' state agency personal records, in order to ensure the protection of the rights and welfare of human subjects of research.

2. RFP Award of Contract

The Contract(s) resulting from a competitive process conducted as DCYF Request for Proposals #1835-002 issued on September 28, 2018 under the title Network Administrator for Catchment Areas in Regions 1 and 2.

- 3. **Purpose.** The purpose of this Contract is to oversee a network of service providers that will provide family support and related services in support of Performance-Based Contracting.

4. Period of Performance.

- a. The initial term of this Contract is as stated on page 1 of this Contract. Amendments extending the period of performance if any, shall be at the sole discretion of DCYF. The term of the contract may be extended by amendment up to two (2) times for up to one (1) year per amendment, and will not exceed the date of June 30, 2023.
- b. Client service contracts for Visit Services contract # 1912-55490 & Combined In-Home Services contract # 1912-55492 will have start date of August 1st, 2019. While transition activities are occurring during the time period of July 1st, until July 31st, the requirements of the current client services that are identified under the contractors' contract # 1512-29688 and all amendments that are applicable will continue.
- c. Additional services that are appropriate to the scope of this RFP, as determined by DCYF, may be added to the resulting contract by a written amendment mutually agreed to and executed by both parties.

- 5. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A, and as required in the Section below entitled **Secure Management of Confidential Information**.

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

- 7. **Program Requirements – Exhibit C.** The Contractor shall provide services and staff as described in the Program Requirements attached as Exhibit C.

- 8. **Budget Exhibit – Exhibit D.** Contractor's budget for providing services under this Contract is attached as Exhibit D. Funds may be transferred between budget line items of the Contractor's budget subject to the following conditions:

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- a. Transfer of funds up to 10% of the budget line item must be requested in writing by the Contractor and may be made without amending this Contract;

Transfer of funds that exceeds 10% of the budget line item shall require a written amendment to this Contract prior to the transfer of funds between budget line items.

9. Secure Management of Confidential Information

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

- a. All other Contractors have permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements**.
- b. Failure to comply with applicable requirements may result in termination of this Contract.
- c. The Contractor shall provide Security Incident Response in accordance with the Provider Instructions for Breach Situations found within the **DCYF Security For Providers** document, which can be accessed at: <https://www.dshs.wa.gov/sites/default/files/CA/cp/documents/Security-in-Contracts.pdf>.

10. Consideration.

- a. Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$1,884,000.00 including any and all expenses.
- b. Travel Expenses. Travel expenses incurred or paid by the Contractor shall be reimbursed at a rate not to exceed 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. 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>.

- c. Allocated funds not expended during the period ending June 30, 2020 shall not be carried forward into the following fiscal year.

11. 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.1935-43081 FOR THE MONTH OF _____, 20__"
- b. The A-19 invoice vouchers shall be submitted to:

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David Sexton, Complex Contracts Manager
Department of Children, Youth and Families
PO Box 40970
Olympia, WA 98504

- c. The Contractor shall contact the above DCYF contact at (360) 902-8452 concerning billing questions.
- d. 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;
- e. The A-19 invoice shall state the amount of each cost or expense incurred by the Contractor in the preceding calendar month that is based on the items listed in the Budget Exhibit. Costs or expenses listed in the A-19 invoice must match the corresponding items listed in the Budget Exhibit for costs or expenses that were incurred by the Contractor;
- f. The costs or expense billed for each such item shall be charged against the total amount listed for that item in the Budget Exhibit. The cumulative dollar amount for each such item, for all invoices submitted by the Contractor, shall not exceed the total dollar amount stated for that item in the Budget Exhibit;
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. DCYF shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- l. 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.

12. 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.

13. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service.

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Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

14. 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.

15. Prohibition of Use of Funds for Lobbying Activities

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

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

16. 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
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business;
or
- c. Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

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17. Insurance

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

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Children, Youth and Families, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

b. Business Automobile Liability Insurance

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

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

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

e. Employees and Volunteers

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

f. Subcontractors

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

g. Separation of Insureds

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

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h. Insurers

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

i. Evidence of Coverage

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

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

j. Material Changes

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

k. General

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

l. Waiver

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

18. 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.

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- 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.
- c. DCYF shall keep the contractor apprised of the outcome of an investigation.

19. 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.

20. 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.

21. Auditing and Monitoring

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

22. 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

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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.

23. 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, and 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.

24. Braam Considerations

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

25. Ownership of Material

Data collected, on behalf of DCYF clients and/or Service Providers, regardless of source, and any resulting work product created by the Contractor as a part of this Contract, hereinafter referred to as "material", shall be owned by DCYF and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; data bases; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; training materials; and/or web productions. Material which the Contractor uses to perform the Contract but is not created for this contract is owned by the Contractor and is not "work made for hire"; however, DCYF shall have a perpetual license to use this material for DCYF internal purposes at no charge to DCYF, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

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26. Client and Service Provider Data

- a. DCYF client and provider data obtained by contractor through any means not covered by a legally binding WSIRB Confidentiality Agreement required in RCW 42.48, is the property of DCYF.
- b. Contractor will provide contractor-collected client and provider data to DCYF upon request through a secure File Transfer Protocol (FTP) site.
- c. All protections in this agreement, including but not limited to confidentiality, data security, and data release apply to all DCYF data, including DCYF client and provider data collected by contractor.

27. Wind-Up

- a. Within one (1) week of receiving a Notice of Termination letter, Contractor shall develop a "Wind-Up Plan", which will detail the transfer of services and clients from Contractor to DCYF.
- b. This Wind-Up plan shall contemplate the time period sent in the termination letter, during which the Contractor and DCYF shall work to ensure a seamless transition and uninterrupted service to children and their families.

28. Philanthropic Expenditures

DCYF acknowledges that the Contractor has access to philanthropic funding, which is separate and apart from this agreement. However, if those funds are utilized, in any way, to serve clients and families referred to the Contractor by DCYF, prior authorization from DCYF is required.

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "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 or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DCYF and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "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 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. "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.
 - l. "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.
 - m. "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.
 - n. "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.
 - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dcyf.wa.gov/services/child-welfare-providers> which is a site developed by the DSHS Information Security Office and hosted by DCYF.
3. **Administrative Controls.** The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. Security awareness training for all employees, presented at least annually, which informs Contractor staff of their responsibilities under the Contractor's security policy. If the Contractor does not have an appropriate security awareness course, any of their staff who will work with the Data or systems housing the Data, must successfully complete the DSHS Information Security Awareness Training, which can be taken on this web page: <https://www.dshs.wa.gov/fsa/central-contract-services/it-security-awareness-training>, or a replacement later identified by DCYF.
- c. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
- d. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures governing access to systems with the shared Data.
- b. Restrict access through administrative, physical, and technical controls to authorized staff.
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
- d. Ensure that only authorized users are capable of accessing the Data.
- e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
- f. Have a process to periodically review and verify that only authorized users have access to systems containing DCYF Confidential Information.
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.

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

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DCYF Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DCYF Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DCYF staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DCYF staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**

- (1) Except where otherwise specified herein, DCYF Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use,
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DCYF Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. Data stored for backup purposes.

- (1) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DCYF Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DCYF Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

- (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.
 - (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
 - (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF.
 - (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks.
 - (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DCYF or Contractor's network.
- (2) Data will not be stored on an Enterprise Cloud storage solution unless either:
- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

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

- a. Systems containing DCYF Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DCYF Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DCYF Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all DCYF Data can be identified for return or destruction. It also aids in determining whether DCYF Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DCYF Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data. And/or,

- (2) DCYF Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DCYF Data. And/or,
- (3) DCYF Data will be stored in a database which will contain no non-DCYF data. And/or,
- (4) DCYF 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.
- (5) When stored as physical paper documents, DCYF Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.

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

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

10. **Data shared with Subcontractors.** If DCYF Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within

this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DCYF Contact specified for this contract for review and approval.

STATEMENT OF WORK Network Administrator

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Implementation Plan
3. Steering Committee
4. Network Management
5. Compliant Resolution System
6. Dashboard
7. Provider Network Monitoring
8. Data Elements
9. Authorization of Services and Referral
10. Notifications
11. 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

- a. The intent of the services described within the body of this contract, are for the Contractor to be the NA overseeing the support, management, monitoring and enhancement of a network of high quality, effective service providers in the provider network in support of Performance Based Contracting in the following catchment area of Region 1 and Region 2.
- b. The provider network is made up of service providers that will provide direct family support services and related services to which the following contracts fall under:
 - (1) Combined In-Home; and
 - (2) Visit Services.
- c. The Catchment Area of Region 1 and Region 2 contain the following counties:
 - (1) Region1:

Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.
 - (2) Region 2:

Benton, Columbia, Franklin, Kittitas, Klickitat, Walla Walla, Yakima.

2. Implementation Plan

- a. Contractor shall submit for review and approval an Implementation plan.

- b. The Implementation Plan will address the contractors' current catchment area and the rest of the expansion needed for the unserved counties in Region 1 and Region 2.
- c. The plan shall be submitted to the DCYF steering committee members and will include the following:
 - (1) The contractors plan to roll out implementation and include but not limited to the following elements:
 - (a) Timeline for rollout to the identified catchment areas;
 - (b) Sequence of Activities related to the roll out of each phase;
 - (c) What the intended outcome is for each activity during for each phase;
 - (d) Contractors resources needed/used for each activity;
 - (e) Identified DCYF resources the contractor needs to assist with the activities listed during each phase of the implement; and
 - (f) The dependency for each activity before a new activity is attempted.
 - (2) The implementation plan shall also include a network management plan. The network management plan will include, but is not limited to the following elements:
 - (a) Contract requirements under the network management section 4 of the statement of work;
 - (b) Action to be taken to accomplish the requirement;
 - (c) Suggested time table for the action to be taken;
 - (d) Anticipated outcome; and
 - (e) Contractor staff(s) responsible for that requirement.
- d. The implementation section of the plan was due within two (2) weeks from the start date of Amendment # 14 under contract # 1512-29688. This section will require approval before roll-out to the unserved Region 1 and Region 2 catchment area.
- e. The network management section of the plan will be due within two (2) weeks of the start date of this contract and will require approval before roll-out to the unserved Region 1 and Region 2 catchment area.
- f. The network management plan section of the implementation plan will function throughout the life of this contract to define the specific actions the NA is responsible to ensure Quality Management and Network Capacity. Changes to this plan will require DCYF review and approval by the steering committee.

3. Steering Committee

- a. A Steering Committee shall be established, the purpose of which will be to help disseminate information and coordinate efforts to ensure that the overall direction of the NA is what it needs to

- be.
- b. The Steering Committee shall be comprised of up to six (6) DCYF staff, and identified staff from the NA.
- c. The Steering Committee from DCYF will be comprised in the following manner:
 - (1) HQ Contract Manager;
 - (2) HQ Program Manager(s) from the following programs:
 - (a) Combine In-Home; and
 - (b) Visit Services.
 - (3) Region 1 Program Manager;
 - (4) Region 2 Program Manager; and
 - (5) Regional Contracts Lead.
- d. Steering Committee meeting frequency:

The steering committee shall meet at least bi-monthly to discuss region implementation issues, contract issues, network management, etc.

4. Network Management

- a. Quality Management – The NA shall ensure that services delivered by the service providers under the Combined In-Home and Visit Services contracts are of the highest quality. This includes, but not limited to:
 - (1) Monitoring the quality of services delivered within the network;
 - (2) Identify and provide needed supports within the network to ensure high quality service that:
 - (a) Are culturally humble and responsive to the needs of the family;
 - (b) Uses family engagement approaches to successfully motivate families to engage in services; and
 - (c) Achieve positive child and family gains, supporting the family in achieving goals of child safety, permanency, and well-being.
 - (3) The use of parents and youth who are successful veterans of the child welfare system to act as mentors through activities that include, but are not limited to:
 - (a) Helping families navigate the system;
 - (b) Facilitating parent engagement; and
 - (c) Minimizing distrust of the child welfare system.

- (4) The tracking and maintaining of qualifications for service providers participating in the provider networks, such as, but not limited to:
 - (a) Appropriate licensure or certification;
 - (b) Education;
 - (c) Experience; and
 - (d) Accreditation by professional accrediting entities.
- (5) The NA must be able to demonstrate that its provider network is culturally competent and has adequate capacity to address disproportionality, including utilization of tribal and other ethnic providers capable of serving children and families of color or who need language-appropriate services;
- (6) The NA will Participate in DCYF scheduled community meetings regarding Combined In-Home and Visit services.
- (7) The NA shall participate, as requested by DCYF, in monthly quality improvement meetings. These meetings will be:
 - (a) Coordinated by DCYF and held locally;
 - (b) Include staff from DCYF, regional leads and staff from the local offices;
 - (c) Focused on creating a setting for open dialog regarding:
 - i. Network management actives conducted:
 - ii. Provider capacity development progress and activities
 - iii. The partnership of effort between DCYF and service providers in serving families;
 - iv. Opportunities to support and enhance the service delivery process and outcomes; and
 - v. Consensus building around best practices and specific service delivery.
- b. Network Capacity- The NA shall ensure the development of adequate provider capacity to meet the service needs in the catchment areas. This includes, but not limited to:
 - (1) The NA shall replicate the current contracted providers utilized by DCYF;
 - (2) Subcontracting process with service providers shall include:
 - (a) All subcontract templates contemplated including complete Statements of Work and Program Requirements, shall be submitted to DCYF contact person listed on page 1 for review and approval; and
 - (b) For each service provider and each client service contract they want to provide, the NA must complete the DCYF Subcontractor approval request and submit to the DCYF contact person listed on page 1 for final approval.

(3) Driver Abstracts for Visit Services:

- (a) NA will also require that service providers produce driver's abstracts for their employees, subcontractors, volunteers and anyone else providing Visit services; and
- (b) Additionally, the NA will develop "Safe Driving Standards", which will be subject to the review and approval of DCYF. The purpose of these standards will be to provide clear guidelines for the resolution of issues and concerns identified by the aforementioned driver's abstracts.

The Safe Driving Standard will be due to the Steering Committee by September 1, 2019 and shall be reviewed yearly.

- (4) Assess gaps in coverage and work to strengthen the provision of service within the catchment areas;
- (5) Contractor will ensure that there is a healthy balance of supply and demand within the provider network to support the service providers' ability to achieve and maintain model fidelity;
- (6) Will evaluate, understand, and report to DCYF any patterns that develop regarding service providers leaving the provider network;
- (7) Offer supports that minimizes service provider turn over and maximizes retention of highest quality providers;
- (8) The use of community-based supports wherever and whenever possible;
- (9) When adding service providers to the provider network consult with the steering committee assessing the addition of potential providers to the provider network to ensure a balance of supply to meet needs of DCYF clients while not creating an oversupply of services that would negatively impact service providers;
- (10) Prior to release of a service provider from the network for cause, the NA is required to consult with DCYF to demonstrate the following:
 - (a) Steps taken around Technical Assistance (TA), specifically:
 - i. TA action plans developed; and
 - ii. TA action log.
 - (b) Compliance agreements issued and completion or non-completion of those agreements;
 - (c) The plan to minimize service disruptions to families; and
 - (d) The plan to restore service capacity.
- (11) Report monthly on service capacity development changes to include: any providers who been added or have left; and
- (12) Fiscal solvency of Contractor and network providers participating in the network;

- (13) Maintaining real time (or near real time) provider availability in a format agreed to by the Contractor and DCYF.
- c. Data Led Management – The Contractor shall use data to inform and drive the performance of providers in achieving high quality services and how services support families towards achieving DCYF child and family goals. Use of data shall, at a minimum, include:
- (1) Gathering family dynamics from assessment tool and service tools used within each service;
 - (2) Payment data provided by DCYF;
 - (3) Service delivery data gathered through service delivery, to include but not limited to, information captured through reporting requirements required of client services delivered by service providers through the Combined In-Home and Visit Services contracts;
 - (4) The NA shall provide semi-annual performance reports of the efforts on monitoring the quality, any service improvement activities of the client services delivered under the Visit Services/ Combined- In-Home contracts; and
 - (5) DCYF may request additional measurable service, quality and outcome data for services provided. In the event DCYF so requests, DCYF commits to work with the NA to develop data elements. If so requested, the NA agrees to provide data collection in a manner prescribed by DCYF.
- d. Network Payments – NA shall ensure timely reimbursement of payments for services delivered in the Network, using, but not limited to, the following standards:
- (1) Review and pay all accurate bills within thirty (30) days;
 - (2) Provide technical assistance to service providers if billing issues are found by DCYF and or NA;
 - (3) Address any corrections required by DCYF for final billing.
- e. Network Training- The NA will develop and deliver a Network Training Plan to DCYF quarterly beginning August 1, 2019 for current service providers. NA will develop within ninety (90) days of each phase launch a new plan. This plan will at minimum outline:
- (1) In-services and ongoing training for the network by service including but not limited to:
 - (a) CANS-F certification training;
 - (b) CANS-F booster trainings; and
 - (c) Other DCFY sponsored provider trainings.
 - (2) Evidence Based Training needs for the network by service;
 - (3) Training requests of DCYF must be based on a needs assessment conducted by the NA that at minimum considers:
 - (a) Equitable access to all services across the entire catchment;

- (b) Expansion of services to areas that are not currently served or underserved;
 - (c) Network provider retention of trained staff; and
 - (d) Supply and demand of services requested by DCYF for DCYF clients.
- (4) Any other training to be conducted by the NA for the quarter.
- f. Additionally, as reasonably necessary, DCYF may modify the Program and Service requirements upon thirty (30) days' notice to Contractor.

5. Complaint Resolution System

- a. The NA will have a written and accessible procedure to address contract complaints or concerns on behalf of DCYF staff, DCYF clients, caregivers, service providers and other community partners that are communicated directly to the NA. The procedure shall include, but not limited to:
 - (1) Resolution of complaints shall be completed in a timeframe that is responsive to the complaint that is made, but no longer than thirty (30) days;
 - (2) Identify different levels of complaints;
 - (3) Outline associated response timeframes; and
 - (4) Methodologies.
- b. Complaints that are given to the NA from DCYF compliant module will be completed within thirty (30) days and provided to the Regional Contracts Lead within two (2) business days of resolution;
- c. NA will monitor and maintain records of complaints about the network.
- d. The NA will have the complaint resolution system ready for each phase:
 - (1) This system will allow the NA to receive a complaint directly from any source; and
 - (2) This system will allow DCYF access to real time information on complaints and the status of the complaint.

6. Dashboard

The NA shall develop a centralized and consistently accessible reporting mechanism / tool, capable of providing real time (or near time) data regarding services availability, geography, and network provider performance. More specifically this mechanism / tool shall:

- a. Be accessible to DCYF staff twenty-four (24) hours a day, seven (7) days a week;
- b. Contain agency location and contact information;
- c. Identify specialized resources (e.g. those service provider resources capable of serving specialty populations);
- d. Update service availability and geography continuously, allowing for real time (or best possible near

time) information to reflect the ability of the service providers to deliver Contracted services throughout the catchment areas;

- e. Update service provider performance no less than monthly, allowing for information to reflect the performance of the service providers in the provider network to deliver Contracted services throughout the catchment area;
- f. Dashboard functionality will coincide with the associated launch phases so that Social Service Specialists can submit service referrals to the NA for a particular service provider based on information with twenty-four (24) / seven (7) access to information on geography and availability of providers;
- g. NA will work collaboratively with DCYF to identify the most efficient reporting mechanism/tool process that currently exist within DCYF to build off of to enhance the dashboard access information on availability, geography, and identified specialized resources;
- h. Provider performance reports will be exposed to service providers no later than ninety (90) days after launch to use as a tool for quality management and quality assurance; and
- i. Provider performance will be exposed to Social Service Specialists on the dashboard no later than ninety to one hundred twenty (90-120) days after a launch of any service.

7. Provider Network Monitoring

- a. Establish a system for monitoring performance and quality of services performed by service providers in the provider network in the catchment area by performing the following yearly at a minimum:
 - (1) Conduct initial risk assessments on all new service providers that will be added during each phase, no later than December 01, 2019;
 - (2) Risk assessments for current service providers and annually thereafter for all service providers must be completed no later than July 1st of each year.
 - (3) Each fiscal year create and submit an annual monitoring plan due to DCYF by July 1st, for the following fiscal year to the Steering Committee which includes the following:
 - (a) A brief description of the type of services for which the agency has contracted;
 - (b) Risk factors regarding the contract or contractor; and
 - (c) Specific monitoring activities- to include the requirement of 35% of active contracts receive onsite visits.
 - (4) Conduct on-site reviews inclusive of a minimum of 35% of active contracts provided by service providers in the catchment area that meet these minimum standards:
 - (a) A minimum of 20% of all active cases, with no fewer than eight (8) client files being reviewed;
 - (b) A minimum of 20% of all files, with no fewer than eight (8) personnel files being reviewed;

- (c) A program review; and
 - (d) 100% review of all active cases and personnel files, if the contracted provider has fewer than eight (8) clients or personnel.
- (5) DCYF may request to participate in up to 35% of service provider on-site reviews up to the first year after all of the transition are implemented as content experts and with the purpose of modeling and supporting this process to be successful.
- (6) Conduct desk reviews on 100% of active contracts provided by service providers in the catchment area that include, but are not limited to the following:
- (a) Risk assessments;
 - (b) Reviewing credentials when applicable;
 - (c) Driver abstracts when applicable;
 - (d) Backgrounds; and
 - (e) Other required paperwork you require of service providers.
- (7) If a monitoring activity requires a compliance agreement, a plan should be put in place as to when that service provider receives a follow-up to make sure the compliance agreement plan of action has been followed. This would preferably happen within six (6) months of a completed compliance agreement.
- (8) Every service provider must have a minimum of one (1) on-site visit every three (3) years.
- (9) Submit an end of year monitoring report to the Steering Committee no later than November 1st each year for the previous fiscal year thereafter with the following minimum elements:
- (a) Amount of monitoring activities conducted within specific categories;
 - (b) On-site and desk monitoring narrative reviews;
 - (c) Risk assessments;
 - (d) Complaints researched and completed;
 - (e) Technical Assistance Plans and the action logs that back-up those plans;
 - (f) Compliance agreements; and
 - (g) Immediate Action Plan Compliance Agreements.
- b. Within ninety (90) days of each expansion for implementation launch, the monitoring plan is to be amended to include new service providers added to the network.
- c. Develop monitoring forms in consultation with the Steering Committee if none have been developed. Send for review and feedback the forms that have been developed before releasing them for use. The following forms include, but not limited to:

- (1) Risk Assessment and Analysis which include at a minimum the following Service Level and Contractor/Contract Core Risk Factors:
- (a) Client Health and Safety: The degree to which clients will be subjected to risks to their health and safety based on either the nature of the service or the vulnerability of the clients;
 - (b) Program/Service History: The measurement of risk associated with programs or services that are new, modified, or high profile;
 - (c) Complexity of Service: The measurement of risk associated with the contracted service as indicated by such things as: a statement of work with multiple components, the need for specialized skills, complex service requirements, the level of internal contract management, services that are critical to the agency mission, and the need for a high level of detail;
 - (d) Financial: The measurement of risk associated with funding such as funding amounts, funding requirements, federal funding issues, and sub-recipient status;
 - (e) Data sharing: The measurement of risk associated with electronic sharing of confidential or protected health information with an entity external to the department;
 - (f) Contractor Experience: The measurement of risk associated with the experience of the contractor in providing the services for which the contract is written;
 - (g) Performance History: The measurement of risk associated with compliance issues that resulted in known audit findings, litigations, revoked licenses, terminations for default, or corrective actions against the contractor;
 - (h) Multiple Contracts/Funding: The measurement of risk associated with the number of different funding sources, including other contracts with other programs within the department and other state agencies; and
 - (i) Subcontracting of Services: The measurements of risk associated with a contractor subcontracting out key activities and their ability to monitor the Network Providers performance.
- d. Compliance Agreements;
 - e. Immediate Action Plan Compliance Agreement;
 - f. Monitoring Review Report On-Site;
 - g. Monitoring Review Report Desk Review;
 - h. Compliance Agreement On-Site Review Final Report;
 - i. Compliance Agreement Desk Review Final Report;
 - j. End of year monitoring report summary; and
 - k. Monitoring tools that cover Client and Personnel files, Data Security and Program Review.

8. Data Elements

Reports shall be provided to DCYF monthly and in a format as approved by DCYF. The report shall be provided in a way that data can be sorted and cross-tabulated.

a. Visit Services- This report shall include the following data elements at a minimum:

- (1) Number of visits per family (by Famlink ID);
- (2) Number of visits per individual (by Famlink ID);
- (3) Frequency of visits (how often did visits occur);
- (4) Number of visit authorizations are filled as requested by DCYF staff;
- (5) Number of visitation authorizations that are not filled as requested by DCYF staff.
- (6) Level of Supervision:
 - (a) Supervised;
 - (b) Monitored; or
 - (c) Transportation Only.
- (7) Type of visit:
 - (a) Parent/Child; or
 - (b) Sibling.
- (8) Referrals authorized (utilization) by DCYF office;
- (9) Visit location (where did the visit occur):
 - (a) Community;
 - (b) DCYF office;
 - (c) Client home;
 - (d) Service provider facility; or
 - (e) Other location.
- (10) Mileage:
 - (a) Under sixty (60) miles;
 - (b) Over sixty (60) miles; and
 - (c) Average mileage of trip.

(11) Number of:

- (a) Missed visits; and
- (b) Cancelled visits.

(12) By Service Provider Resource:

- (a) Length of time between service provider receiving referral from DCYF and completion of first visit/visit assessment;
- (b) Timeliness of submission of all reports;
- (c) Worker / staff retention by service provider resources;
- (d) Consumer satisfaction with service:
 - i. Parent; and
 - ii. DCYF Social Service Specialist.
- (e) Referrals that have been sent to the service provider that are not being served by the service provider; and
- (f) Timeliness of contractually required training being provided to visit service workers and staff.

(13) Additional performance data points will be developed as this contract continues.

b. Combined In-Home Services- This report shall include the following data elements at a minimum:

(1) Number of visits per family (by Famlink ID);

(2) Type of service by Family:

- (a) Crisis Family Intervention;
- (b) Family Preservation Services;
- (c) Functional Family Therapy;
- (d) HOMEBUILDERS;
- (e) Incredible Years;
- (f) Parent Child Interactive Therapy;
- (g) Promoting First Relationships;
- (h) SafeCare; and
- (i) Triple P

(3) Timely Start of Services:

- (a) Time between referral received by provider to initial contact with family;
 - (b) Time between first contact with family by Contractor and initial in person meeting with family; and
 - (c) Percentage of providers who meet the benchmark in the contract.
- (4) Consistent Contact from Provider:
- Did the provider meet with the family weekly (from monthly report).
- (5) Completion of Service:
- Reason services were terminated (as outlined in contract).
- (6) By Service Provider Resource:
- (a) Timeliness of submission of all reports;
 - (b) Worker / staff retention by service provider resources;
 - (c) Family satisfaction with service provider (Satisfaction Survey);
 - (d) Referrals that have been sent to the service provider that are not being served by the service provider; and
 - (e) Timeliness of contractually required training being provided to Combined In-Home workers and staff.
- (7) Additional performance data points will be developed as this contract continues.

9. Authorization of Services and Referral

- a. Only DCYF may authorize services. All authorizations must be initiated in writing, or by a similar electronic process, by DCYF.
- b. Contractor may not modify a service request without the express written or electronic authorization of the DCYF.
- c. The Contractor shall not accept a case from DCYF without a complete written or completed electronic referral. A complete written or electronic referral from DCYF should include all necessary information to deliver services to the child and/or family, and should identify any risk factors and any concerns about substance abuse. If the referral is not complete, the Contractor shall not accept the referral and shall notify the DCYF referring Social Service Specialist that the case is not an accepted referral.

10. Notifications

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

- a. **Immediate notification to DCYF.** Immediate notification, in addition to all Mandated Reporter requirements, to DCYF requires the Contractor to:
- (1) Speak with, or leave a voice mail, for the child's assigned Social Service Specialist or their immediate supervisor; AND
 - (2) Call or Email the child's assigned Social Service Specialist or their immediate supervisor; And
 - (3) Follow mandated reporting requirements; AND
 - (4) Provide written documentation of concerns to the child's assigned DCYF Social Service Specialist within twenty-four (24) hours from the telephone contact via fax or secure e-mail.
- b. **Immediate notification is required in the following situations:**
- (1) **Safety Concerns.** The Contractor must provide immediate notification to DCYF when they become aware of:
 - (a) An allegation of child abuse or neglect;
 - (b) A parent/child relapses with drugs/alcohol;
 - (c) A safety plan that is not followed by the signed agreed parties;
 - (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
 - (e) Any safety concerns related to a missed visit.
 - (2) **Unusual Incidents.** The Contractor must provide immediate notification to DCYF when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.

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

 - (a) Physical self-abuse or abuse of others;
 - (b) Sexual assaults or sexual behaviors that are age inappropriate;
 - (c) Severe behavioral incident(s) unlike the child's ordinary behavior;
 - (d) Running away;
 - (e) Missing key timeframes identified within this contract;
 - (f) Any incident that necessitates medical attention or hospitalization;
 - (g) An unexpected adverse reaction to medication, food, etc; and
 - (h) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.
- c. **Notification within twenty-four (24) hours is required in the following situations:**
- (1) **Missed Appointment.** The Contractor shall notify the child's assigned DCYF Social Service Specialist by secure email within twenty-four (24) hours if a client misses a scheduled visit or requests to reschedule visits.

- (2) **Change of Address**. The Contractor shall notify the child's assigned DCYF Social Service Specialist by secure email within twenty-four (24) hours when the Contractor learns a parent has a change of address.

11. Reports

The Contractor shall submit written reports by secure e-mail to the DCYF Contact identified on page 1 of this contract. The DCYF Secure E-mail User Guide is available at <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

a. Monthly reports due are:

(1) Service capacity development; and

(2) Date Elements:

(a) Visit Services; and

(b) Combine In-Home

b. Quarterly Reports due are:

Network Training Plan.

c. Yearly reports due are:

(1) Annual Monitoring Plan; and

(2) End of Year Monitoring Report.

d. DCYF shall not be limited to any reports outlined in this agreement. Rather, DCYF may request any report it deems reasonably related to the management of this performance based contract.

PROGRAM REQUIREMENTS

Network Administrator

ORGANIZATION OF PROGRAM REQUIREMENT

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Degree Requirements
4. Staff Training
5. Records for Service Providers
6. Administrative Records
7. Background Checks
8. Health and Safety of DCYF Client Children
9. Corporal Punishment Prohibited
10. Smoking Prohibited in the Presence of Client Children and Foster Youth
11. Culturally Relevant Services
12. Interpretation and Translation
13. Confidentiality-Additional Requirements
14. Auditing and Monitoring
15. Office of the Family and Children's Ombuds (OFCO)

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

1. **Licensing or Statutory Requirements**

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

2. **Required License in Good Standing**

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

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

3. Degree Requirements

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

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

4. Staff Training

- a. Confidentiality Training and Information. The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.

b. Mandated Reporter Training

- (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in DCYF's Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time DCYF Contract and annually thereafter; 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 and volunteer shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.
- (2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DCYF, or access the Mandated Reporter Toolkit online at the following address: <https://www.dcyf.wa.gov/safety/report-abuse>.

c. NA staff (Program Managers at a minimum) will audit EBP and CANS-F trainings.

5. Records for Service Providers

The Network Administrator shall retain the following records on (1) all of the Service Providers staff and employees whether full-time or part-time; (2) subcontractors; (3) any subcontractor's staff and employees whether full-time or part-time; (4) volunteers; and (5) any subcontractor's subcontractors who may have contact with DCYF clients in performing duties or providing services under the Visit Services or Combined In-Home Contracts:

- a. DCYF criminal history background check approval;
- b. Current license(s), registration(s), or certification(s) to practice in the state of Washington or in the state in which services are provided, as applicable;
- c. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- d. Documentation of academic history and credentials, as applicable;
- e. Employment and experience history;
- f. Training records, as applicable;
- g. payment records to service providers
- h. Technical Assistance plans w/log;
- i. History of complaints and outcomes to the complaints;
- j. Monitoring documentation;
- k. Compliance Agreements;
- l. Copy of the signed contracts with each service provider;

- m. Copy of each signed subcontract or other agreement for any subcontractors that a service provider may have.

6. Administrative Records

The Contractor shall retain the following administrative records:

- a. Service provider referral(s) for Visit Services and Combined In-Home;
- b. DCYF criminal history background checks for all individuals employed or coming into unsupervised contact with DCYF children;
- c. Fiscal records that shall substantiate costs charged to DCYF under this Contract;
- d. Documentation of all costs associated with service provided under this Contract;
- e. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- f. Personnel policy reflecting DCYF policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth";
- g. Signed statements acknowledging duty to report child maltreatment;
- h. Policy and procedures as required by this contract;
- i. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- j. Job description;
- k. Annual employee performance evaluations;
- l. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- m. Hours worked and payment records;
- n. Proof of driver's license and automobile liability insurance; and
- o. Signed statements to adhere to confidentiality of client information.

7. 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.

8. Health and Safety of DCYF Client Children

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the DCYF referral, the Contractor shall immediately report this information to the referring DCYF Social Service Specialist and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within twenty-four (24) hours to the DCYF Social Service Specialist and to CPS Intake.
- b. Contractors are mandated reporters under chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring DCYF Social Service Specialist. The Contractor shall follow verbal notification by written notification within twenty-four (24) hours to the DCYF Social Service Specialist and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".
- d. Written notification required by the Contractor shall include notification by e-mail or by fax.

9. Corporal Punishment Prohibited

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

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

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

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

11. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer, in compliance with Administrative Policy 7.22.

12. Interpretation and Translation

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

13. Confidentiality – Additional Requirements

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

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

14. Auditing and Monitoring

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

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

15. 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.

July 1, 2019 to June 30, 2020 Budget Network Administrator For Operations and Programs (Excludes Direct Service Dollars)	
DIRECT COSTS	
Personnel	Expenditures
Expenses associated with FTE costs- salary/benefits for FIN staff and EHF Leased employees.	\$1,483,329.00
Facility	
Expenses associated with Rent, Insurance, and Equipment.	\$175,610.00
Training & Technical Assistance	
Expenses associated with Training and Technical assistance to Service Providers.	\$31,212.00
Staff Related Expenses	
Expenses associated with Staff Development, Travel, Trainings.	\$26,268.00
Software and Technology	
Expenses associated with IT Solutions, Software Development/Buildout & Maintenance, Interoperability issues and Licensing fees.	\$43,063.00
External Services	
Expenses associated with Legal, Accounting, Marketing and Consulting.	\$14,500.00
TOTAL DIRECT COST	\$1,773,982.00
INDIRECT COST	
Administrative	
Expenses associated with Office Supplies, Telephone/Telecom, Postage/Shipping, Program Support (Supervision, HR, Payroll, etc.)	\$110,018.00
TOTAL INDIRECT COST	\$110,018.00
GRAND TOTAL	\$1,884,000.00

		CONTRACT AMENDMENT Network Administrator		DCYF CONTRACT NUMBER: 1935-43081	
				Amendment No. 01	
This Contract Amendment is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.				Program Contract Number 1501- Contractor Contract Number	
CONTRACTOR NAME Family Impact Network			CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS 1020 West Riverside Avenue Spokane, WA 99201-			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-413-426		DCYF INDEX NUMBER 169506
CONTRACTOR CONTACT Sheila Morley	CONTRACTOR TELEPHONE (509) 309-3432	CONTRACTOR FAX (509) 343-1624		CONTRACTOR E-MAIL ADDRESS sheila@familyimpactnetwork.org	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF CONTRACT CODE 2000PC-35	
DCYF CONTACT NAME AND TITLE David Sexton Contracts Manager		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504			
DCYF CONTACT TELEPHONE (360)902-8452		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL ADDRESS David.Sexton@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No			CFDA NUMBERS		
AMENDMENT START DATE 05/22/2020		CONTRACT END DATE 06/30/2020			
PRIOR MAXIMUM CONTRACT AMOUNT \$1,884,000.00		AMOUNT OF INCREASE OR DECREASE \$0.00		TOTAL MAXIMUM CONTRACT AMOUNT \$1,884,000.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT OTHER: SEE PAGE TWO					
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit D-1 Budget					
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.					
CONTRACTOR SIGNATURE <i>Sheila Morley</i>		PRINTED NAME AND TITLE Sheila Morley Executive Director		DATE SIGNED 6/22/2020	
DCYF SIGNATURE <i>David Sexton</i>		PRINTED NAME AND TITLE David Sexton, Regional Contracts Team		DATE SIGNED 6/23/2020	

This Contract between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor is hereby amended as follows:

1. **Purpose of Amendment:** The purpose of this Amendment is to delete and replace the existing Exhibit D Budget.

Special Terms and Conditions is amended to read as follows:

2. **Budget Exhibit – Exhibit D** is replaced with Exhibit D-1, and attached to this document.

All other terms and conditions of this Contract remain in full force and effect.

July 1, 2019 to June 30, 2020 Budget Network Administrator For Operations and Programs (Excludes Direct Service Dollars)	
DIRECT COSTS	
Personnel	Expenditures
Expenses associated with FTE costs-salary/benefits for FIN staff and EHF Leased employees.	\$1,320,802.00
Facility	
Expenses associated with Rent, Insurance, and Equipment.	\$121,155.00
Training & Technical Assistance	
Expenses associated with Training and Technical assistance to Service Providers.	\$225,676.00
Staff Related Expenses	
Expenses associated with Staff Development, Travel, Trainings.	\$9,995.00
Software and Technology	
Expenses associated with IT Solutions, Software Development/Buildout & Maintenance, Interoperability issues and Licensing fees.	\$46,689.00
External Services	
Expenses associated with Legal, Accounting, Marketing and Consulting.	\$13,653.00
TOTAL DIRECT COST	\$1,737,970.00
INDIRECT COST	
Administrative	
Expenses associated with Office Supplies, Telephone/Telecom, Postage/Shipping, Program Support (Supervision, HR, Payroll, etc.)	\$146,030.00
TOTAL INDIRECT COST	\$146,030.00
GRAND TOTAL	\$1,884,000.00

		CONTRACT AMENDMENT Network Administrator		DCYF CONTRACT NUMBER: 1935-43081	
				Amendment No. 02	
This Contract Amendment is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.				Program Contract Number 1501- Contractor Contract Number	
CONTRACTOR NAME Family Impact Network			CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS 1020 West Riverside Avenue Spokane, WA 99201-			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 603-413-426		DCYF INDEX NUMBER 169506
CONTRACTOR CONTACT Sheila Morley	CONTRACTOR TELEPHONE (509) 309-3432	CONTRACTOR FAX (509) 343-1624		CONTRACTOR E-MAIL ADDRESS sheila@familyimpactnetwork.org	
DCYF ADMINISTRATION Department of Children, Youth, and Families		DCYF DIVISION Children, Youth and Families		DCYF CONTRACT CODE 2000PC-35	
DCYF CONTACT NAME AND TITLE David Sexton Contracts Manager		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504			
DCYF CONTACT TELEPHONE (360)902-8452		DCYF CONTACT FAX Click here to enter text.		DCYF CONTACT E-MAIL ADDRESS David.Sexton@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No			CFDA NUMBERS		
AMENDMENT START DATE 07/01/2020		CONTRACT END DATE 06/30/2021			
PRIOR MAXIMUM CONTRACT AMOUNT \$1,884,000.00		AMOUNT OF INCREASE OR DECREASE \$2,400,000.00		TOTAL MAXIMUM CONTRACT AMOUNT \$4,284,000.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT OTHER: SEE PAGE TWO					
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit A-1 Data Security; Exhibit B-1 Statement of Work; Exhibit D-2 Budget					
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.					
CONTRACTOR SIGNATURE <i>Sheila Morley</i>		PRINTED NAME AND TITLE Sheila Morley Executive Director		DATE SIGNED 10/29/2020	
DCYF SIGNATURE <i>David Sexton</i>		PRINTED NAME AND TITLE David Sexton, Contracts Manager		DATE SIGNED 10/29/2020	

This Contract between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor is hereby amended as follows:

1. **Purpose of Amendment:** The Purpose of this Amendment is to do the following:
 - a. Extend the Period of Performance;
 - b. Increase the maximum consideration for services provided;
 - c. Make revisions to the Special Terms and Conditions;
 - d. Replace Exhibit A Data Security;
 - e. Replace Exhibit B Statement of Work; and
 - f. Replace Exhibit D-1 Budget.

Special Terms and Conditions are amended as follows:

2. **Period of Performance.** The period of performance is extended for a new end date of June 30, 2021 as shown on page 1 of this amendment.
3. **Data Security Requirements – Exhibit A.** is replaced with Data Security Requirements Exhibit A-1.
4. **Statement of Work – Exhibit B.** is replaced with Statement of Work Exhibit B-1
5. **Budget Exhibit – Exhibit D-1** is replaced with Budget Exhibit D-2.
6. **Section 9. Secure Management of Confidential Information.** is hereby deleted in full.
7. **Consideration Section 10.a.** is amended as follows:

Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is increased by \$2,400,000.00 for period of performance of July 1, 2020 to June 30, 2021. The new Total Maximum Contract Amount is \$4,284,000.00 as stated on page 1 of this Amendment.

8. **Billing and Payment Section 11.b.c** is amended as follows:
 - a. The A-19 invoice vouchers shall be submitted to:

David Sexton, Regional Contracts Team Manager
Department of Children, Youth and Families
david.sexton@dcyf.wa.gov
 - b. The Contractor shall contact Amy Rogers, Budget and Financial Operations Manager at (509) 220-8259 concerning billing questions.

All other terms and conditions of this Contract remain in full force and effect.

DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

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

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information and who has been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DCYF and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

- e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- f. "Confidential Information" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information, Category 4 Data, Sensitive Personal Information, or Materials.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "FedRAMP" means the Federal Risk and Authorization Management Program (see <https://www.fedramp.gov/>), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- j. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- k. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- l. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- m. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

- n. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - o. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - p. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - q. "Sensitive Personal Information" means personally identifying information including, but not limited to: names, addresses, health information, GPS [Global Positioning System] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information, and any financial identifiers.
 - r. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
 - s. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - t. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the State of Washington, and of the DCYF Information Security Policy and Standards Manual.
3. **Scope of Protection.** Applies to Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.
4. **Compliance with Laws, Rules, Regulations, and Policies.** For Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:

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

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

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

6. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures that:
 - (1). Govern access to systems; and
 - (2). Govern access to paper/hard copy documents and files.
- b. Restrict access through administrative, physical, and technical controls to authorized staff;
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action;
- d. Ensure that only authorized users are capable of accessing the Data;
- e. Ensure that an employee's access to Data is removed within twenty-four (24) hours:
 - (1). Upon suspected compromise of the user credentials;
 - (2). When their employment, or the contract under which the Data is made available to them, is terminated;
 - (3). When they no longer need access to the Data to fulfill the requirements of the Contract; and
 - (4). When the staff member has been suspended from performing services under this Contract.

- f. Have a process to review and verify, quarterly, that only authorized users have access to systems containing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, or Materials;
- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1). A minimum length of eight (8) characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point;
 - (2). That a password does not contain a user's name, logon ID, or any form of their full name;
 - (3). That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and
 - (4). That passwords are significantly different from the previous four (4) passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures that include:
 - (1). Ensuring mitigations applied to the system don't allow end-user modification;
 - (2). Not allowing the use of dial-up connections;
 - (3). Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix;
 - (4). Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;
 - (5). Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than fifteen (15) minutes of inactivity; and
 - (6). Ensuring use of Multi-Factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1). The PIN or password must be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
 - (2). Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
 - (3). Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be

acceptable).

- j. If the Contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1). Be a minimum of six (6) alphanumeric characters;
 - (2). Contain at least three unique character classes (upper case, lower case, letter, number); and
 - (3). Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable).
- k. Render the device unusable after a maximum of five (5) failed logon attempts.

7. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.**
 - (1). All paper documents must be protected by storing the records in a Secure Area, with access controlled through use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.

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

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

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

f. Data storage on portable devices or media.

(1). Except where otherwise specified herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a). Encrypt the Data; and

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

(c). Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is fifteen (15) minutes; and

(d). Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use;

ii. Using check-in/check-out procedures when they are shared; and

iii. Taking quarterly inventories.

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

g. Data stored for backup purposes.

(1) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

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

(1). Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a). Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed;

(b). The Data will be Encrypted while within the Contractor network;

(c). The Data will remain Encrypted during transmission to the Cloud;

(d). The Data will remain Encrypted at all times while residing within the Cloud storage solution;

(e). The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;

(f). The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks;

(g). The Data will not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF or Contractor's network; and

(h). Access to the cloud storage requires Multi Factor Authentication or Two Step Authentication.

(2). Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

8. **Method of Transfer.**

a. All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the state of Washington with login and hardened password security.

b. The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at DCYF's website, located at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

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

a. Systems containing Data must have all security patches or hotfixes applied within three (3) months of being made available;

- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;
- c. Systems containing Data shall have an Anti-Malware application, if available, installed; and
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

10. Data Segregation.

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

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

- a. Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract;
- b. Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law;
- c. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF; and
- d. Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), which can be found at this webpage: <https://www.dcyf.wa.gov/forms>. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

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

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

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

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

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

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

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

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

STATEMENT OF WORK

Network Administrator

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Implementation Plan
3. Steering Committee
4. Network Management
5. Compliant Resolution System
6. Dashboard
7. Provider Network Monitoring
8. Data Elements
9. Authorization of Services and Referral
10. Notifications
11. 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

- a. The intent of the services described within the body of this contract, are for the Contractor to be the NA overseeing the support, management, monitoring and enhancement of a network of high quality, effective service providers in the provider network in support of Performance Based Contracting in the following catchment area of Region 1 and Region 2.
- b. The provider network is made up of service providers that will provide direct family support services and related services to which the following contracts fall under:
 - (1) Combined In-Home; and
 - (2) Family Time.
- c. The Catchment Area of Region 1 and Region 2 contain the following counties:
 - (1) Region1:

Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.
 - (2) Region 2:

Benton, Columbia, Franklin, Kittitas, Klickitat, Walla Walla, Yakima.
- d. The Network Administrator (NA) may allow DCYF contractors to provide services in their catchment area, if deemed necessary for the case/family.
 - (1) If the NA allows this to happen they are not liable for the work that the DCYF contractor

performs in their catchment area, as they are not contracted by the NA.

2. Implementation Plan

(1) The implementation plan shall also include a network management plan. The network management plan will include, but is not limited to the following elements:

- (a) Contract requirements under the network management section 4 of the statement of work;
- (b) Action to be taken to accomplish the requirement;
- (c) Suggested time table for the action to be taken;
- (d) Anticipated outcome; and
- (e) Contractor staff(s) responsible for that requirement.

b. The network management plan section of the implementation plan will function throughout the life of this contract to define the specific actions the NA is responsible to ensure Quality Management and Network Capacity. Changes to this plan will require DCYF review and approval by the steering committee.

3. Steering Committee

- a. A Steering Committee shall be established, the purpose of which will be to help disseminate information and coordinate efforts to ensure that the overall direction of the NA is what it needs to be.
- b. The Steering Committee shall be comprised of up to six (6) DCYF staff, and identified staff from the NA.
- c. The Steering Committee from DCYF will be comprised in the following manner:
 - (1) HQ Contract Manager;
 - (2) HQ Program Manager(s) from the following programs:
 - (a) Combine In-Home; and
 - (b) Family Time.
 - (3) Region 1 Program Manager;
 - (4) Region 2 Program Manager; and
 - (5) Regional Contracts Supervisor.
- d. Steering Committee meeting frequency:

The steering committee shall meet at least monthly to discuss regional implementation issues, contract issues, network management, etc.

4. Network Management

- a. Quality Management – The NA shall ensure that services delivered by the service providers under the Combined In-Home and Family Time contracts are of the highest quality. This includes, but not limited to:
- (1) Monitoring the quality of services delivered within the network;
 - (2) Identify and provide needed supports within the network to ensure high quality service that:
 - (a) Are culturally humble and responsive to the needs of the family;
 - (b) Uses family engagement approaches to successfully motivate families to engage in services; and
 - (c) Achieve positive child and family gains, supporting the family in achieving goals of child safety, permanency, and well-being.
 - (3) The use of parents and youth who are successful veterans of the child welfare system to act as mentors through activities that include, but are not limited to:
 - (a) Helping families navigate the system;
 - (b) Facilitating parent and youth engagement; and
 - (c) Minimizing distrust of the child welfare system.
 - (4) The tracking and maintaining of qualifications for service providers participating in the provider networks, such as, but not limited to:
 - (a) Appropriate licensure or certification;
 - (b) Education;
 - (c) Experience; and
 - (d) Accreditation by professional accrediting entities.
 - (5) The NA must be able to demonstrate that its provider network is culturally competent and has adequate capacity to address disproportionality, including utilization of tribal and other ethnic providers capable of serving children and families of color or who need language-appropriate services;
 - (6) The NA will Participate in DCYF scheduled community meetings regarding Combined In-Home and Family Time.
 - (7) The NA shall participate, as requested by DCYF, in monthly quality improvement meetings. These meetings will be:
 - (a) Coordinated by DCYF representatives from Regions 1 and 2 and held locally in those regions;
 - (b) Include staff from DCYF, regional leads and staff from the local offices;
 - (c) Focused on creating a setting for open dialog regarding:

- i. Network management activities conducted:
 - ii. Provider capacity development progress and activities
 - iii. The partnership of effort between DCYF and service providers in serving families;
 - iv. Opportunities to support and enhance the service delivery process and outcomes; and
 - v. Consensus building around best practices and specific service delivery.
- b. Network Capacity- The NA shall ensure the development of adequate provider capacity to meet the service needs in the catchment areas. This includes, but not limited to:
- (1) Subcontracting process with service providers shall include:
 - (a) All subcontract templates contemplated including complete Statements of Work and Program Requirements, shall be submitted to DCYF contact person listed on page 1 for review and approval; and
 - (b) For each service provider and each client service contract they want to provide, the NA must complete the DCYF Subcontractor approval request and submit to the DCYF contact person listed on page 1 for final approval.
 - (2) Assess gaps in coverage and work to strengthen the provision of service within the catchment areas;
 - (3) Contractor will ensure that there is a healthy balance of supply and demand within the provider network to support the service providers' ability to achieve and maintain model fidelity;
 - (4) Will evaluate, understand, and report to DCYF any patterns that develop regarding service providers leaving the provider network;
 - (5) Offer supports that minimizes service provider turn over and maximizes retention of highest quality providers;
 - (6) The use of community-based supports wherever and whenever possible;
 - (7) When adding service providers to the provider network consult with the steering committee assessing the addition of potential providers to the provider network to ensure a balance of supply to meet needs of DCYF clients while not creating an oversupply of services that would negatively impact service providers;
 - (8) Prior to release of a service provider from the network for cause, the NA is required to consult with DCYF to demonstrate the following:
 - (a) Steps taken around Technical Assistance (TA), specifically:
 - i. TA action plans developed; and
 - ii. TA action log.
 - (b) Compliance agreements issued and completion or non-completion of those agreements;

- (c) The plan to minimize service disruptions to families; and
- (d) The plan to restore service capacity.
- (9) Report monthly on service capacity development changes to include: any providers who been added or have left; and
- (10) Fiscal solvency of Contractor and network providers participating in the network;
- (11) Maintaining real time (or near real time) provider availability in a format agreed to by the Contractor and DCYF.
- c. Data Led Management – The Contractor shall use data to inform and drive the performance of providers in achieving high quality services and how services support families towards achieving DCYF child and family goals. Use of data shall, at a minimum, include:
 - (1) Gathering family dynamics from assessment tool and service tools used within each service;
 - (2) Payment data provided by DCYF;
 - (3) Service delivery data gathered through service delivery, to include but not limited to, information captured through reporting requirements required of client services delivered by service providers through the Combined In-Home and Family Time contracts;
 - (4) The NA shall provide semi-annual performance reports of the efforts on monitoring the quality, any service improvement activities of the client services delivered under the Family Time/ Combined- In-Home contracts; and
 - (5) DCYF may request additional measurable service, quality and outcome data for services provided. In the event DCYF so requests, DCYF commits to work with the NA to develop data elements. If so requested, the NA agrees to provide data collection in a manner prescribed by DCYF.
- d. Network Payments – NA shall ensure timely reimbursement of payments for services delivered in the Network, using, but not limited to, the following standards:
 - (1) Review and pay all accurate bills within thirty (30) days;
 - (2) Provide technical assistance to service providers if billing issues are found by DCYF and or NA;
 - (3) Address any corrections required by DCYF for final billing.
- e. Network Training- The NA will develop and deliver a Network Training Plan to DCYF quarterly, this plan will at minimum outline:
 - (1) In-services and ongoing training for the network by service including but not limited to:
 - (a) CANS-F certification training;
 - (b) CANS-F booster trainings; and
 - (c) Other DCFY sponsored provider trainings.

- (2) Evidence Based Training needs for the network by service;
- (3) Training requests of DCYF must be based on a needs assessment conducted by the NA that at minimum considers:
 - (a) Equitable access to all services across the entire catchment;
 - (b) Expansion of services to areas that are not currently served or underserved;
 - (c) Network provider retention of trained staff; and
 - (d) Supply and demand of services requested by DCYF for DCYF clients.
- (4) Any other training to be conducted by the NA for the quarter.
- f. Additionally, as reasonably necessary, DCYF may modify the Program and Service requirements upon thirty (30) days' notice to Contractor.

5. Complaint Resolution System

- a. The NA will have a written and accessible procedure to address contract complaints or concerns on behalf of DCYF staff, DCYF clients, caregivers, service providers and other community partners that are communicated directly to the NA. The procedure shall include, but not limited to:
 - (1) Resolution of complaints shall be completed in a timeframe that is responsive to the complaint that is made, but no longer than thirty (30) days;
 - (2) Identify different levels of complaints;
 - (3) Outline associated response timeframes; and
 - (4) Methodologies.
- b. Complaints that are given to the NA from DCYF compliant module will be completed within thirty (30) days and provided to the Regional Contracts Supervisor within two (2) business days of resolution;
- c. NA will monitor and maintain records of complaints about the network.
- d. The complaint resolution system will:
 - (1) Allow the NA to receive a complaint directly from any source; and
 - (2) Allow DCYF access to real time information on complaints and the status of the complaint.

6. Dashboard

- a. The NA shall develop a centralized and consistently accessible reporting mechanism / tool, capable of providing real time (or near time) data regarding services availability, geography, and network provider performance for Combined In-Home Services.
- b. The NA shall work with the Steering Committee to identify the information requested to develop and release the Dashboard for use.

7. Provider Network Monitoring

- a. Have a system for monitoring performance and quality of services performed by service providers in the provider network in the catchment area by performing the following yearly at a minimum:
 - (1) Risk assessments for all service providers must be completed no later than July 1st of each year.
 - (2) Each fiscal year create and submit an annual monitoring plan due to DCYF by July 1st, for the following fiscal year to the Steering Committee which includes the following:
 - (a) A brief description of the type of services for which the agency has contracted;
 - (b) Risk factors regarding the contract or contractor; and
 - (c) Specific monitoring activities- to include the requirement of 35% of active contracts receive onsite visits.
 - (3) Conduct on-site reviews inclusive of a minimum of 35% of active contracts provided by service providers in the catchment area that meet these minimum standards:
 - (a) A minimum of 20% of all active cases, with no fewer than eight (8) client files being reviewed;
 - (b) A minimum of 20% of all files, with no fewer than eight (8) personnel files being reviewed;
 - (c) A program review including Data Security; and
 - (d) 100% review of all active cases and personnel files, if the contracted provider has fewer than eight (8) clients or personnel.
 - (4) DCYF may request to participate in service provider on-site reviews, as part of its monitoring and compliance of the Network Administrator.
 - (5) Conduct desk reviews on 100% of active contracts provided by service providers in the catchment area that include, but are not limited to the following:
 - (a) Risk assessments;
 - (b) Reviewing credentials when applicable;
 - (c) Backgrounds; and
 - (d) Other required paperwork and contract requirements you require of service providers.
 - (6) If a monitoring activity requires a compliance agreement, a plan should be put in place as to when that service provider receives a follow-up to make sure the compliance agreement plan of action has been followed. This would preferably happen within six (6) months of a completed compliance agreement.
 - (7) Every service provider must have a minimum of one (1) on-site visit every three (3) years.
 - (8) Submit an end of year monitoring report to the Steering Committee no later than November 1st

each year for the previous fiscal year thereafter with the following minimum elements:

- (a) Amount of monitoring activities conducted within specific categories;
- (b) On-site and desk monitoring narrative reviews;
- (c) Risk assessments;
- (d) Complaints researched and completed;
- (e) Technical Assistance Plans and the action logs that back-up those plans;
- (f) Compliance agreements; and
- (g) Immediate Action Plan Compliance Agreements.

b. Use the following developed monitoring forms, but not limited to:

- (1) Risk Assessment and Analysis which include at a minimum the following Service Level and Contractor/Contract Core Risk Factors:
 - (a) Client Health and Safety: The degree to which clients will be subjected to risks to their health and safety based on either the nature of the service or the vulnerability of the clients;
 - (b) Program/Service History: The measurement of risk associated with programs or services that are new, modified, or high profile;
 - (c) Complexity of Service: The measurement of risk associated with the contracted service as indicated by such things as: a statement of work with multiple components, the need for specialized skills, complex service requirements, the level of internal contract management, services that are critical to the agency mission, and the need for a high level of detail;
 - (d) Financial: The measurement of risk associated with funding such as funding amounts, funding requirements, federal funding issues, and sub-recipient status;
 - (e) Data sharing: The measurement of risk associated with electronic sharing of confidential or protected health information with an entity external to the department;
 - (f) Contractor Experience: The measurement of risk associated with the experience of the contractor in providing the services for which the contract is written;
 - (g) Performance History: The measurement of risk associated with compliance issues that resulted in known audit findings, litigations, revoked licenses, terminations for default, or corrective actions against the contractor;
 - (h) Multiple Contracts/Funding: The measurement of risk associated with the number of different funding sources, including other contracts with other programs within the department and other state agencies; and
 - (i) Subcontracting of Services: The measurements of risk associated with a contractor subcontracting out key activities and their ability to monitor the Network Providers performance.

- c. Compliance Agreements;
- d. Immediate Action Plan Compliance Agreement;
- e. Monitoring Review Report On-Site;
- f. Monitoring Review Report Desk Review;
- g. Compliance Agreement On-Site Review Final Report;
- h. Compliance Agreement Desk Review Final Report;
- i. Monitoring tools that cover Client and Personnel files, Data Security and Program Review.

8. Data Elements

Reports shall be provided to DCYF monthly and in a format as approved by DCYF. The report shall be provided in a way that data can be sorted and cross-tabulated. Reports will be provided by the NA, as long as payment data is available to them.

- a. Combined In-Home Services- This report shall include the following data elements at a minimum:

- (1) Number of visits per family (by Famlink ID);

- (2) Type of service by Family:

- (a) Crisis Family Intervention;

- (b) Family Preservation Services;

- (c) Functional Family Therapy;

- (d) Incredible Years;

- (e) Parent Child Interactive Therapy;

- (f) Promoting First Relationships;

- (g) SafeCare; and

- (h) Triple P

- (3) Timely Start of Services:

- (a) Time between referral received by provider to initial contact with family;

- (b) Time between first contact with family by Contractor and initial in person meeting with family;
and

- (c) Percentage of providers who meet the benchmark in the contract.

- (4) Consistent Contact from Provider:

Did the provider meet with the family weekly (from monthly report).

(5) Completion of Service:

Reason services were terminated (as outlined in contract).

(6) By Service Provider Resource:

- (a) Timeliness of submission of all reports;
- (b) Worker / staff retention by service provider resources;
- (c) Referrals that have been sent to the service provider that are not being served by the service provider; and
- (d) Timeliness of contractually required training being provided to Combined In-Home workers and staff.

(7) Additional performance data points will be developed as this contract continues.

9. Authorization of Services and Referral

- a. Only DCYF may authorize services. All authorizations must be initiated in writing, or by a similar electronic process, by DCYF.
- b. Contractor may not modify a service request without the express written or electronic authorization of the DCYF.
- c. The Contractor shall not accept a case from DCYF without a complete written or completed electronic referral. A complete written or electronic referral from DCYF should include all necessary information to deliver services to the child and/or family, and should identify any risk factors and any concerns about substance abuse. If the referral is not complete, the Contractor shall not accept the referral and shall notify the DCYF referring Social Service Specialist that the case is not an accepted referral.

10. Notifications

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

- a. **Immediate notification to DCYF.** Immediate notification, in addition to all Mandated Reporter requirements, to DCYF requires the Contractor to:
 - (1) Speak with, or leave a voice mail, for the child’s assigned Social Service Specialist or their immediate supervisor; AND
 - (2) Call or Email the child’s assigned Social Service Specialist or their immediate supervisor; And
 - (3) Follow mandated reporting requirements; AND
 - (4) Provide written documentation of concerns to the child’s assigned DCYF Social Service

Specialist within twenty-four (24) hours from the telephone contact via fax or secure e-mail.

b. Immediate notification is required in the following situations:

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

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

- (a) Physical self-abuse or abuse of others;
- (b) Sexual assaults or sexual behaviors that are age inappropriate;
- (c) Severe behavioral incident(s) unlike the child's ordinary behavior;
- (d) Running away;
- (e) Missing key timeframes identified within this contract;
- (f) Any incident that necessitates medical attention or hospitalization;
- (g) An unexpected adverse reaction to medication, food, etc; and
- (h) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

c. Notification within twenty-four (24) hours is required in the following situations:

- (1) **Missed Appointment.** The Contractor shall notify the child's assigned DCYF Social Service Specialist by secure email within twenty-four (24) hours if a client misses a scheduled visit or requests to reschedule visits.
- (2) **Change of Address.** The Contractor shall notify the child's assigned DCYF Social Service Specialist by secure email within twenty-four (24) hours when the Contractor learns a parent has a change of address.

11. Reports

The Contractor shall submit written reports by secure e-mail to the DCYF Contact identified on page 1 of this contract. The DCYF Secure E-mail User Guide is available at <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

a. Monthly reports due are:

- (1) Service capacity development; and
- (2) Date Elements:
 - (a) Combine In-Home
- b. Quarterly Reports due are:
 - Network Training Plan.
- c. Yearly reports due are:
 - (1) Annual Monitoring Plan; and
 - (2) End of Year Monitoring Report.
- d. DCYF shall not be limited to any reports outlined in this agreement. Rather, DCYF may request any report it deems reasonably related to the management of this performance based contract.

July 1, 2020 to June 30, 2021 Budget Network Administrator For Operations and Programs	
DIRECT COSTS	
Personnel	Expenditures
Expenses associated with FTE costs-salary/benefits for FIN staff and EHF Leased employees.	\$1,614,403.00
Facility	
Expenses associated with Rent, Insurance, and Equipment.	\$135,808.00
Training & Technical Assistance	
Expenses associated with Training and Technical assistance to Service Providers.	\$385,089.00
Staff Related Expenses	
Expenses associated with Staff Development, Travel, Trainings.	\$40,000.00
Software and Technology	
Expenses associated with IT Solutions, Software Development/Buildout & Maintenance, Interoperability issues and Licensing fees.	\$49,994.00
External Services	
Expenses associated with Legal, Accounting, Marketing and Consulting.	\$32,090.00
TOTAL DIRECT COST	\$2,257,384.00
INDIRECT COST	
Administrative	
Expenses associated with Office Supplies, Telephone/Telecom, Postage/Shipping, Program Support (Supervision, HR, Payroll, etc.)	\$142,616.00
TOTAL INDIRECT COST	\$142,616.00
GRAND TOTAL	\$2,400,000.00