

 <p>Washington State Department of Social & Health Services <i>Transforming lives</i></p>	<h2>CLIENT SERVICE CONTRACT</h2> <h3>Emergent Placement Services for Licensed Facilities</h3>	DSHS Contract Number: Click here to enter text. Resulting From Solicitation Number:	
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number: 0405- Contractor Contract Number:	
CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2035XS-12	
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.		CFDA NUMBER(S)	
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.	CONTRACT MAXIMUM AMOUNT Click here to enter text.	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A Data Security; Exhibit B SOW; Exhibit C Program Requirements <input type="checkbox"/> No Exhibits.			
Contract Purpose: The purpose of this Contract is to provide emergent, twenty-four (24) hours a day/seven (7) days a week, short term placement services in licensed facilities. This services would be delivered to children ages birth through twenty (20) years who are entering out of home care or disrupting from a placement.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

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

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

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

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

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

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

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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. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

- 17. Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

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- 18. Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
- 19. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
- 20. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 21. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 22. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.
- 23. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

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

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

24. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

25. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ 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:

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- (1) Submit to the DSHS 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 DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

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

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

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled Health and Safety of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

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

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

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- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

29. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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

31. Taxes.

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (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, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means 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. "Agency" means a public or private agency or other organization providing services to DSHS clients.
 - c. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - d. "CA" means Children's Administration, which is an Administration within DSHS.
 - e. "CHET" means Child Health Education Tracking screen.
 - f. "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.
 - g. "Child Specific Plan" means the list of services, activities or requirements developed in consideration of a specific child's unique needs and behaviors. As appropriate, the plan may also include services, activities or requirements involving the birth/adoptive parents and foster parent placement resource.
 - h. "Client" means any child or adult who is authorized services by DSHS.
 - i. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.
 - j. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
 - k. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - l. "Counseling" means employing any therapeutic techniques as described under WAC 246-810-010, RCW 18.19.010. Such therapeutic techniques include but are not limited to social work, mental health counseling, and marriage and family therapy, for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes therapeutic techniques to achieve sensitivity and awareness of self and others and the development of human potential.
 - m. "CPS" means Child Protective Services, a program under Children's Administration.
 - n. "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

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make a disposition concerning the referral.

- o. "DCFS" means the Division of Children and Family Services, which is a division of CA.
 - p. DLR" means the Division of Licensed Resources, which is a division of Children's Administration.
 - q. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - r. "EPSDT" means Early and Periodic Screening Diagnosis and Treatment, which is administered in Washington State as the Healthy Kids Program.
 - s. "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.
 - t. "Health and Safety Visits" means face-to-face visits with the child in accordance with current CA guidelines, as set forth in the CA Practices and Procedures Guide, Chapter 4000, or as may be amended, superseded or replaced.
 - u. "ISSP" means the Individual Service and Safety Plan, DSHS Form 15-209, which is the document presented to juvenile courts for dependency and permanency reviews, identifying the service plans for children, parents, foster/relative caregivers, agencies and DSHS.
 - v. "Legally Free Child" means a child who is legally free for adoption because the child has no legal parent, either because the parent has died or because parental rights have been terminated (through relinquishment or involuntary termination) by a court order.
 - w. "LEP" means Limited English Proficiency, and indicates an individual's need for additional support and assistance in comprehending the English language.
 - x. "Primary Caregiver" means the individual who is the current placement resource and has primary caregiving responsibilities for a child.
 - y. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
 - z. "SSPS" means the DSHS Social Service Payment System, the service authorization and payment system used by DSHS for this Contract.
 - aa. "Staffing" means a formal or informal meeting, conducted by a CA social worker or CA staff member with one or more of the following persons: other CA staff, professional staff of the Contractor and/or other provider, consultants, parents or others, for the purpose of reviewing or discussing, or for making decisions concerning, a client or case.
 - bb. "Unusual Incidents" means circumstances or events that concern a child's health, safety or well-being or may impact the child's living situation or permanent plan
2. **Purpose.** The purpose of this Contract is to provide emergent, twenty-four (24) hours a day/seven (7) days a week, short term placement services in licensed facilities. This services would be delivered to children ages birth through twenty (20) years who are entering out of home care or disrupting from a placement.

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3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from Children’s Administration as described in Exhibit A, as required in the Section below entitled **Secure Management of Confidential Information**.
4. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B
5. **Program Requirements – Exhibit C.** The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.
6. **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. The Contractor has permission to use mobile devices under this contract and shall ensure that mobile devices and data are accessed and protected as described in **Exhibit A- Data Security Requirements**.
- 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 CA Incident Response Plan for providers, which can be accessed at: <https://www.dshs.wa.gov/ca/>.

7. Consideration.

- a. Rates. DSHS shall pay the Contractor the rate of \$_____ per day, per youth occupying a bed for the emergent short term placement services identified in the Statement of Work (Exhibit B). This rate is intended to cover all costs associated with service delivery for the children.
- b. Retainer. DSHS shall pay a retainer for _____ number of facility beds every month at the amount of \$_____. This retainer is to ensure:
 - (1) The Contractor shall accept and serve at least 95% of all youth referred.
 - (2) Be available to accept referrals and placements twenty-four (24) hours a day/seven (7) days a week and respond within two (2) hours of a referral.

This retainer is contingent upon the Contractor meeting the performance outcome of 95% acceptance of all referrals. This outcome will be measured by CA and if the Contractor fails to meet this performance at the annual review, the retainer will stop and the rate will be a fee for service for the next contract cycle. The daily fee for service rate will be \$_____. This will remain until the Contractor’s performance meets the required outcome.

- c. Vendor Rate Increase. In the event of a legislatively mandated vendor rate increase for the services under this Contract, the rates under this Contract shall be adjusted accordingly and incorporated into this Contract as of the date the new rate becomes effective.

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8. Billing and Payment.

a. Payment

- (1) Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- (2) DSHS shall make payment within thirty (30) days of receipt of a properly completed invoice for services.

b. DSHS shall pay the Contractor monthly for ongoing services provided to DSHS clients. Payment shall be dependent upon DSHS receipt of satisfactorily completed reports that conform to the requirements of this Contract.

c. SSPS Billing. The Contractor shall receive invoices generated by the Social Service Payment System (SSPS). The Contractor shall verify that services stated on the invoices were delivered by indicating in the total units block of Form DSHS 09-141 or equivalent, and shall return the invoices as directed by SSPS. DSHS shall use the verified SSPS invoice to generate payment to the Contractor. In case of any problem with an SSPS invoice, the Contractor shall contact the social worker that authorized services to the client.

d. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.

e. DSHS may stop 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.

f. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract

g. Complete Payment. The Contractor agrees to accept the contracted rate as the complete DSHS remuneration for services provided to DSHS clients under this contract.

9. Services Authorized as Needed

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

10. Payment Only for Authorized Services

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

11. Funding Stipulations

a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.

b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for

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services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

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

12. Recovery of Fees for Noncompliance

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

13. Prohibition of Use of Funds for Lobbying Activities

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

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

14. Business/Financial Assessment

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

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

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business;
or
- c. Has filed for bankruptcy, reorganization, or receivership within five (5) years of the start date of the contract.

15. Investigations of Contractor or Related Personnel

DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the

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

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

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

16. Removal of Individuals from Performing Services

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

17. Compliance Agreement

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

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

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

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

or

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

or

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

b. Business Automobile Liability Insurance

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

c. Professional Liability Insurance (PL)

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

d. Worker's Compensation

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

e. Employees and Volunteers

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

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f. Subcontractors

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

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

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

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

j. Material Changes

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

k. General

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

l. Waiver

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

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19. Disputes

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

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

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

20. Braam Considerations

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

Exhibit A – Data Security Requirements

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

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

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

Physically Secure the portable device(s) and/or media by

 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

(3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

(1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition

(2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

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

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

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

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

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

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

STATEMENT OF WORK

Emergent Placement Services

<u>ORGANIZATION OF STATEMENT OF WORK</u>	
1.	Intent of Services
2.	Clients Served
3.	Authorization of Services and Referral
4.	Service Delivery
5.	Family Centered Practice Model
6.	Notifications
7.	Reports
8.	Monitoring

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

These services are intended to provide short term, emergent, temporary placements for children. Referred children shall be admitted twenty-four (24) hours per day/seven (7) days per week with a 95% acceptance rate. The Contractor shall serve children with a goal of preserving or reconciling the family or to ensure a more effective transition to another placement resource with the shortest length of stay possible. Further, services provided under this contract shall assist the department in making future placement decisions and in minimizing the number of moves children experience in the system.

2. Clients Served

The Contractor shall provide services for children on referral by CA, when the following criteria are met:

- a. The Contractor shall provide services, on referral by CA, for children aged birth through twenty (20) years, who require emergency placement outside of their home, or due to disruption from foster care placement.
- b. When services are provided for children of large age differences at the same facility, the Contractor shall ensure sleeping arrangements and common activities for the children of different age groups provides for the safety and well-being of children and youth at all times.
- c. The Contractor agrees to serve children ages _____ to _____ with the identified genders of _____. This shall be in compliance with the Division of Licensing Resources requirement for the facilities license.

3. Authorization of Services and Referral

- a. Only CA may authorize services under this contract for children CA has legal authority to place. All relevant known information that would assist in providing appropriate care for the child shall be shared with the Contractor.

- b. The Contractor shall have the capacity to accept emergent referrals after hours and on weekends. Authorization for placement shall come from the regional after-hours staff, placement office or manager.
- c. The Contractor shall not accept a child without a written referral (Child Information and Placement Referral DSHS 15-300).
 - (1) A written referral from CA should include all necessary information to deliver safe services to the child and/or family, and should identify known risk factors and known concerns. This referral shall comply with RCW and CA policy requirements regarding child information.
 - (2) If the complete referral lacks important information, the Contractor shall notify the CA referring worker that the referral is not complete and CA shall provide the available information to the Contractor before the end of that business day.
- d. These services are intended to be short term. The shortest length of stay needed to stabilize or place the child in their identified long term resource. The length of stay should not exceed fifteen (15) days. However, if services are needed beyond fifteen (15) days, the regional gatekeeper may approve for up to an additional fifteen (15) days, but not to exceed thirty (30) days.
- e. In rare cases where the child needs to exceed the thirty (30) days, a one-time approval by the Director of Field Operations, can be granted for up to an additional fifteen (15) days. No stay shall exceed forty five (45) days.

4. Service Delivery

The Contractor shall, at a minimum, provide the following specific services:

- a. Provide children with a place of residence, food, clothing and essentials for life.
- b. Services shall include staff providing supervision for the children placed in the program. The Contractors facility based program staff to child ratio each shift, at a minimum shall be:
 - (1) Day shift Staff_____ Child_____
 - (2) Evening shift Staff_____ Child_____
 - (3) Graveyard shift Staff_____ Child_____
 - (4) Total Program Capacity _____
- c. Preserve sibling placements when it can be safely accomplished.
- d. Be able to provide each youth served with two (2) family or sibling visits in a thirty (30) day period within the facility as determined by the CA social service specialist.
- e. Medical Services- In coordination with the CA social service specialist:
 - (1) Children with current injuries or emergent medical issues shall be taken to the Emergency room or hospital. For children needing emergency medical care, Contractor shall call 911.
 - (2) Children entering care who do not require emergent medical care shall have a health screening

upon intake.

(3) For first time out of home placements only, schedule and take the child to EPSDT medical appointment if placement is expected to go beyond fifteen (15) days.

f. Participate in Child Health Education Tracking (CHET) screening process including meeting with the CHET social worker, arranging for the CHET social worker to meet with and screen the child, and completing necessary caregiver forms for CHET screen.

g. Service Planning

(1) Assist CA social service specialist in development and implementation of a service plan. This may include participation in Family Team Decision Making meetings including interacting with birth parents about their child, scheduling appointments that include the birth parents and providing transportation for the child to the scheduled appointments.

In coordination with the social service specialist, determine if it is practical and in the child's best interest to attend their current school or daycare. Assist with the development of the transportation plan, providing transportation when necessary. If the child will not be attending their current school or day care, make the needed arrangements for them to attend an alternative school or daycare.

(2) Complete a child needs assessment that includes information regarding the child's strengths, behaviors, preferences, interaction and communication patterns, special dietary or medical needs, social skills, observable developmental and emotional factors, recreational interests, educational learning issues, etc.

I. The needs assessment shall be used to facilitate the best match and assist with the transition to another foster care, relative placement or return home.

II. Contractor shall provide an assessment report to the social service specialist the child's discharge from the program.

(3) Either provide the services identified in the needs assessment or in consultation with the social service specialist, link the child to an appropriate community resource to meet the identified needs.

(4) Transition planning shall occur upon intake. The Contractor shall communicate with the CA social service specialist regarding the child's transition from the program with an identified discharge date.

(5) Contractor shall submit a daily census (provided by CA) to the regional program gatekeeper. This census will provide data to track, at a minimum, utilization, capacity, reentry, and length of stay.

5. Family Centered Practice Model

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

6. Notifications

The Contractor shall notify CA in accordance with Exhibit C – Program Requirements, Section 7 and 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 CA.** Immediate notification to CA requires the Contractor to:

- (1) Speak with, or leave a voice mail for, the child's assigned social service specialist or their immediate supervisor; AND
- (2) Provide written documentation of concerns to the child's assigned CA 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 CA when they become aware of:
 - I. An allegation of child abuse or neglect;
 - II. A parent/child relapses with drugs/alcohol;
 - III. A safety plan that is not followed by the signed agreed parties;
 - IV. A new safety concern surfaces that is not addressed in the safety plan; and/or
 - V. Any safety concerns related to a missed visit.
- (2) **Unusual Incidents.** The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.

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

- I. Physical self-abuse or abuse of others;
- II. Sexual assaults or sexual behaviors that are age inappropriate;
- III. Severe behavioral incident(s) unlike the child's ordinary behavior;
- IV. Running away;
- V. Any incident that necessitates medical attention or hospitalization;

- i. An unexpected adverse reaction to medication, food, etc.;
 - ii. A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.
- c. Notification within 24 hours is required in the following situations:
- (1) **Missed Appointment.** The Contractor shall notify the child's assigned CA social service specialist in writing by fax or secure email within twenty-four (24) hours if a client misses a scheduled visit or requests to reschedule visits.
 - (2) **Change of Address.** The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within twenty-four (24) hours when the Contractor learns a parent has a change of address.

7. Reports

The Contractor shall submit all written reports and documents by secure e-mail to the assigned CA social service specialist. The DSHS Secure E-mail User Guide is available at <http://www.dshs.wa.gov/ca/partners/intro.asp>.

Additional Data. CA may request additional measurable service and outcome data for services provided by the Contractor. In the event CA so requests, CA commits to work with the Contractor to develop data elements. If so requested, the Contractor agrees to provide data collection in a manner prescribed by CA.

8. Monitoring

- a. Children's Administration shall review satisfaction levels of assigned social service specialist, foster parents, and relative caregivers when a child transitions to foster care homes from the receiving care contracted placements.
- b. Satisfaction shall be measured by distributing surveys to foster and relative caregivers who received children from the Contractor and to the assigned social service specialist.
 - (1) CA approved surveys shall be administered randomly to 25% of discharge homes and assigned social workers each year.
 - (2) Surveys shall be administered and reviewed by CA staff.
 - (3) Findings shall be shared with the Contractor.

PROGRAM REQUIREMENTS

Emergent Placement Services

ORGANIZATION OF PROGRAM REQUIREMENTS

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

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

1. **Licensing or Statutory Requirements**

- a. The Contractor shall meet or exceed all minimum licensing or certification requirements or other requirements as required by statute for services provided under this Contract, which may include but are not limited to: Group Receiving Centers and Group Care Facilities for children, [WAC 388-148](#).
- 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 DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

2. Required License in Good Standing

- a. If the Contractor or any of the Contractor's staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.
- b. In the event that a required license or certification is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this contract.

3. Qualification Requirements

The Contractor shall ensure that employees, subcontractors, and/or volunteers providing services to DSHS clients under this Contract have the following minimum qualifications:

- a. Emergent Placement Service Program Coordinator/Director Coordinates the day-to-day operations of the program, oversight of homes, oversees the completion of each child's plan of care. Must meet at a minimum the following requirements:
 - (1) A bachelor's degree in social science or closely related field from an accredited school;
 - (2) Five (5) years of successful full-time experience in a social science or relevant field; and
 - (3) Possess supervisor abilities to oversee Emergent Placement Service program and assessments.
- b. Staff completing the assessment/evaluations and therapist/counselors must possess the Skills needed for the specific type of activity.

4. 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 CHEA, or by one of the following regional accreditation boards for the United States:
 - (1) MSA – Middle States Association
 - (2) NASC – NWCCU – Northwest Commission on Colleges and Universities
 - (3) NCA – North Central Association of Colleges and Schools
 - (4) NEASC – New England Association of Schools and Colleges

(5) SACS – Southern Association of Colleges and Schools

(6) WASC – Western Association of Schools and Colleges

- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.
- 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 CHEA.
- e. The 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.

5. Staff and Subcontractor Training

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

- a. Minimum Training Requirements. The Contractor shall ensure employees, sub-contractors and/or volunteers complete, at a minimum, sixteen (16) hours of training on the following topics prior to providing services under this Contract:
 - (1) Presentation of the Emergent Placement Service program policies and procedures as well as the WAC standards;
 - (2) Behavior Management techniques, as approved by CA;
 - (3) Crisis intervention techniques;
 - (4) Family dynamics and family intervention techniques;
 - (5) Child abuse and neglect reporting requirements;
 - (6) Youth supervision requirements;
 - (7) HIV/AIDS/blood borne pathogen training; and
 - (8) CPR/First Aid certification
- b. On-going training. Staff must complete a minimum of sixteen (16) hours annually of on-going training concerning suicide assessment and intervention, cultural diversity, mental health issues and interventions, physical and sexual abuse identification and characteristics and management of sexually aggressive and physically assaultive behavior.

Contractor shall document the amount of time, type of training and name of person who provided training for staff. This information must be kept in each employee's file or in a separate training file.

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

d. Mandated Reporter Training

(1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in CA's Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time CA Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.

(2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DSHS, or access the Mandated Reporter Toolkit online at the following address: <http://www.dshs.wa.gov/ca/safety/abuseReport.asp?2>.

6. Background Checks

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

b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.

c. The Contractor shall ensure a criminal history background check pursuant to RCW [43.43.832](#), [43.43.834](#), RCW [43.20A.710](#) and WAC [388-06](#) has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.

d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.

e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW [43.43.832\(7\)](#), has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

7. Health and Safety of CA Client Children

a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the CA referral, the Contractor shall immediately report this information to the referring CA social worker and, if appropriate to Child Protective Services (CPS) Intake. The Contractor shall follow such verbal notification by written notification within twenty-four (24) hours to the CA social worker and to CPS Intake.

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

8. Corporal Punishment Prohibited

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

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

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

- a. When transporting client children under age 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.

10. Transportation of Children

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

- a. Drivers shall be age twenty-one (21) or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance, and successfully pass a DSHS/CA background check.
- b. Drivers shall at all times comply with the child passenger restraint requirements of RCW [46.61.687](#) when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at <http://www.800buckleup.org/>.
- c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- d. Motor vehicle is maintained in safe operating condition.
- e. Number of passengers does not exceed the seating capacity of the motor vehicle.
- f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.

- g. **The Contractor shall ensure that no transportation of DSHS clients occurs unless an auto insurance policy that covers the transportation of DSHS clients is in effect.**
- h. DSHS shall have discretion to disallow any employee, subcontractor, or volunteer of the Contractor from providing transportation to DSHS clients.

11. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer, in compliance with Administrative Policy 7.22, which can be accessed at: <http://www.dshs.wa.gov/sites/default/files/SESA/odi/documents/CA-2014.pdf>.

12. Interpretation and Translation

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

13. Confidentiality – Additional Requirements

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

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

14. Client Records

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

- a. Information regarding CA referral, intake, and assessment;
- b. Contractor child specific plans to include risk and safety issues for the child;
- c. Clinical consultation log;
- d. Contacts with the family to include: date of contact, name(s) of member(s) present, and charting notes;
- e. Medical records to include: Well-Child /EPSDT medical exam, any medical assessments, special medical needs, medical care provided;
- f. Discharge summary to referring CA social worker;
- g. Child's Kidscreen results, staffings and action plans;
- h. Documentation of all service contacts;
- i. Receiving Care Weekly Census Reports.

15. Administrative Records

The Contractor shall retain the following administrative records:

- a. Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- b. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract.
- c. Contracted Year End Report;
- d. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- e. Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- f. A copy of any subcontract or other agreement for subcontracted services and the provider's qualifications;
- g. Copy of the Certificate of Insurance for each subcontractor; and
- h. Protected group data:
 - (1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
 - (2) A list of all clients served that addresses date of birth, sex, and race.

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

- i. The furnishing of the information is entirely voluntary; and
- ii. The refusal to furnish the data shall not have adverse effects.

16. Personnel and Subcontractor Records

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

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

17. Auditing and Monitoring

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

- c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

18. Operating Procedures

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

19. Office of the Family and Children's Ombudsman.

- a. The Contractor shall release records relating to services provided to youth that are dependent under RCW [13.34](#) to the OFCO. The Contractor can release records for dependent youth under RCW [13.34](#) 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 CA headquarters Program Manager when the OFCO makes a request for records.
- c. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.