

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: (i.e. Dept. Division and Program)	8530 Community Health / 853020 Healthy Children & Families
Contract or Grant Administrator:	Allison Williams
Contractor's / Agency Name:	WA State Department of Children, Youth & Families

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____
(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): 18-294 CFDA#: 93.590

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract Cost
 Yes No If yes, RFP and Bid number(s): _____ Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>10,000</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
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Summary of Scope: This agreement provides funding to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood & Anxiety Disorders (PMADs).

Term of Contract: <u>13 Months</u>	Expiration Date: <u>12/31/2019</u>
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Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>01/11/2019</u>
	2. Attorney signoff: _____	Date: <u>1-18-19</u>
	3. AS Finance reviewed: _____	Date: <u>1/24/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



**INTERLOCAL AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES
AND
WHATCOM COUNTY**

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") located at PO Box 40970, Olympia WA 98504-0970 and Whatcom County, a Municipal Subdivision, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), located at 509 Girard St, Bellingham WA 98225.

THE PURPOSE OF THIS CONTRACT IS to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety Disorders (PMADs). The ultimate goal of this work is to increase community-wide awareness through collaboration with community stakeholders and Perinatal Support Washington and develop resources to support perinatal mental health including but not limited to a perinatal support group and resource and referral handouts.

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

Provide voluntary, high-quality early learning opportunities for children and families in Washington
Support all early learning professionals with research-based professional development and resources.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

1.1 Contract Manager

1.1.1 The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. The Contractor and Contract Manager information for this Contract is as follows:

CONTRACTOR BUSINESS ADDRESS

Whatcom County
509 Girard St
Bellingham WA 98225
TIN: 91-6001383
UBI: 371-010-246

CONTRACTOR CONTRACT MANAGER

Allison Williams
awilliam@whatcomcounty.us
Phone: (360) 778-6145

DCYF ADDRESS

Department of Children, Youth, and Families
PO Box 40970
Olympia WA 98504-0970

DCYF PROGRAM CONTRACT MANAGER

Courtney Jiles
SFWA Program Manager
courtney.jiles@del.wa.gov
Phone: (360) 725-4410

1.1.2 Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in Section 7 (Contractor Staff) of exhibit C shall apply to this Section (Section 1.1).

1.2 Notices

1.2.1 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States

Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.1.

1.2.2 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- o Exhibit A - STATEMENT OF WORK
- o Exhibit B - BUDGET
- o Exhibit C - GENERAL TERMS AND CONDITIONS
- o Exhibit D - DELIVERABLES
- o Attachment 1 - Whatcom County Application
- o Attachment 2 - ConfidentialNondisclosureAgmt 18-1294
- o Attachment 3 - Certification of Data Disposition 18-1294
- o Attachment 4 - Federal Certifications and Assurances

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

Subject to Department of Enterprise Services (DES) approval requirements and the requirements of this Contract, the period of performance of this Contract shall commence on December 1, 2018 and be completed on or before December 31, 2019, unless terminated sooner as provided herein. Performance on this contract shall not begin before the contract start date.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$10,000.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

6.1 The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families
Attn: Courtney Jiles
PO Box 40970

OR

Email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at courtney.jiles@del.wa.gov.

6.2 Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

6.3 Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the WaTech.

6.4 Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Voucher Verification".

6.5 For Statewide Payee Registration: WaTech maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://watech.wa.gov/solutions/it-systems/statewide-payee-desk>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.

6.6 Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in Section 2, is executed by the persons signing below who warrant they have read and understand this Contract, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

SIGNATURE: PRINTED NAME AND TITLE: DATE SIGNED:

WHATCOM COUNTY

Regina A Delahunt Regina Delahunt Director 1/17/19

WASHINGTON STATE
Department of Children, Youth, and Families

DCYF Contract Administrator

PROGRAM APPROVAL

Judy Zub PHN Supervisor
Astrid Newell, Community Health Manager

1-11-19
Date

WHATCOM COUNTY

JACK LOUWS
County Executive

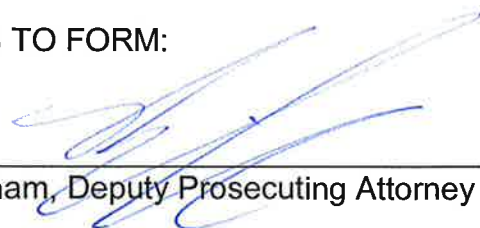
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: _____

APPROVED AS TO FORM:


Royce Buckingham, Deputy Prosecuting Attorney

1-18-19
Date



Exhibit A - STATEMENT OF WORK

1. DEFINITIONS

- 1.1 **Community-Based Child Abuse Prevention (CBCAP):** CBCAP programs were established through federal legislation under the Child Abuse Prevention and Treatment Act (CAPTA).
- 1.2 **Community Taskforce:** A community group of diverse stakeholders whose tasks include discussing the need for perinatal mental health services in their respective community.
- 1.3 **Department of Children, Youth, and Families (DCYF):** Refers to the Department of Children, Youth and Families.
- 1.4 **Deliverable:** The delivery of prevention services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to DCYF in the form and manner required by this contract.
- 1.5 **Evaluation Consultants:** Evaluation consultants contracted by DCYF to support CBCAP-funded programs in evaluating their efforts around program development, outcomes-based planning and other evaluation-based approaches.
- 1.6 **Perinatal Support Washington (PS-WA):** A non-profit organization that provides support to Washington families to facilitate support for families affected by Perinatal Mood and Anxiety Disorders. PS-WA will provide support and expertise to communities for the work outlined in this contract.
- 1.7 **PMAD:** Acronym for Perinatal Mood and Anxiety Disorder.
- 1.8 **Primary Prevention:** Activities directed at the general population to prevent abuse prior to it occurring.
- 1.9 **Protective Factors:** The five protective factors, through the Strengthening Families Protective Factors Framework, are shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect. The protective factors include: knowledge of child development, parental resilience, social connections, concrete supports in times of need, and nurturing and attachment.
- 1.10 **Secondary Prevention:** Prevention activities offered to families experiencing one or more risk factors for abuse.
- 1.11 **Service Area:** The area defined by geographic boundaries where the focus community is located and where families reside or a specific group of eligible families will be served by You.
- 1.12 **Strengthening Families Protective Factors Framework:** A framework used in the prevention services fields developed by the Center for the Study of Social Policy. These include the 5 protective factors.
- 1.13 **Tertiary Prevention Services:** Services directed to families involved in the child welfare system, to prevent further abuse from occurring.
- 1.14 **You:** For the purposes of this statement of work, Contractor will also be referred to as You.

2. BACKGROUND

- 2.1 Strengthening Families Washington (SFWA) at DCYF supports optimal child and family development efforts by utilizing the Strengthening Families Protective Factors Framework. These protective factors include: knowledge of child development, parental resilience, social connections, concrete supports in times of need, and nurturing and attachment. DCYF directs this CBCAP funding to build the capacity of programs to implement community programming to increase these protective factors with the goals of strong families and reduced child abuse and neglect in Washington State.
- 2.2 The funding through this contract will support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety

Disorders (PMADs). Your program, ultimately, will contribute to the overall goal of collaborative efforts to increase community-wide awareness and develop resources to support perinatal mental health.

- 2.3 This contract is for the purpose of implementing the application submitted to DCYF, Attachment 1, in which You are designated as the host organization. As the host organization, You will be responsible for all work outlined in this contract, activities to be detailed in Section 3 below.

3. INTENT OF THESE SERVICES

- 3.1 You will do all things necessary for, or related to, the performance of the work in this Contract, including, but not limited to, the services described below.

- 3.1.1 Community Building for Perinatal Mental Health in collaboration with Perinatal Support Washington (PS-WA) through the development of a Community Taskforce with the following components:

- 3.1.1.1 Collaborating with PS-WA for the duration of this project (through December 31, 2019)

- 3.1.1.1.1 Collaboration includes but is not limited to regular communication with PS-WA, planning logistics for meetings and trainings and inviting and hosting attendees at all community meetings.

- 3.1.1.2 Convening and documenting at least 4 community meetings with diverse community stakeholders who interact with families across various contexts in the community by June 30, 2019.

- 3.1.1.2.1 One of the four community meetings will be the one-day PMAD training. Training, lunch and training materials will be provided by PS-WA.

- 3.1.1.2.2 The objectives of the community meetings include but are not limited to:

- 3.1.1.2.2.1 Identify and convene diverse stakeholders

- 3.1.1.2.2.2 Educate stakeholders about perinatal mood and anxiety disorders

- 3.1.1.2.2.3 Build awareness of community resources- support groups, resource and referral guides

- 3.1.1.2.2.4 Create community defined pathways for families to access resources.

- 3.1.1.2.2.5 Discuss/develop a plan to evaluate community change and impact.

- 3.1.2 Concrete Supports for Perinatal Mental Health with the following components:

- 3.1.2.1 Developing, hosting and facilitating at least one ongoing perinatal support group(s). Sub-contracting for these activities is allowable; however, DCYF approval is required for all sub-contracts. Support group requirements include:

- 3.1.2.1.1 Centralized and easily accessible location for parents

- 3.1.2.1.2 Culturally relevant services to unserved and underserved populations.

- 3.1.2.1.3 An average of 6-10 parents in attendance at a frequency to be determined in collaboration with PS-WA.

- 3.1.2.1.4 Facilitator must have completed PS-WA training for support group facilitators prior to the start of the support group.

- 3.1.2.1.5 Facilitator should be representative of the community including but not limited to language and culture, be a parent, knowledgeable about pregnancy, birth, and postpartum, and knowledgeable about infant development.

- 3.1.2.1.6 Open to all parents in the community, with a focus on low-income families within the communities' priority population and free of charge.

- 3.1.2.2 Developing a Perinatal Mental Health Resource and Referral handouts specific to Your community. Resource and Referral handouts should include:

3.1.2.2.1 Mental health referrals, support groups, links and information about perinatal mental health, local crisis information, and online resources for support.

3.1.3 You will engage in program evaluation activities, as defined in Section 5.

3.1.4 You will be aligned with the Strengthening Families protective factors in building family strengths and described in the Strengthening Families: A Protective Factors Framework developed by the Center for the Study of Social Policy (<http://www.cssp.org/reform/strengthening-families>.)

3.1.5 You will ensure that program services funded through this Contract are primary or secondary prevention services. No more than 20% of the participants served by this Contract may have involvement with child protective services, thereby resulting in your program being tertiary prevention services.

4. REQUIRED MEETINGS AND TRAINING

4.1 You and representatives from your community will participate in a 1-day PMAD training. The date for the training will be determined by You and your Community Taskforce with PS-WA.

4.2 The facilitator(s) of the Perinatal Support group will participate in a 2-day Support Group Facilitator Training.

4.3 You will participate in all DCYF required webinars for the contract term, 2 or more. You are encouraged to participate in PS-WA led community webinars, but not required. The dates for the webinars will be specified by DCYF, to occur within the contract period.

5. EVALUATION

5.1 You will participate in and cooperate with CBCAP-specific evaluations led by Evaluation Consultants. Evaluation activities include, but are not limited to, the following:

5.1.1 Community Capacity Building – You and Your partners will be asked to complete a community capacity survey and participate in key informant interviews and/or focus groups conducted by evaluation consultants to DCYF.

5.1.2 Parent Outcomes – Support group providers will collect outcomes data from participants using a parent questionnaire and survey template provided by PS –WA and DCYF.

6. TRAINING AND TECHNICAL ASSISTANCE

6.1 Training and assistance is available through DCYF, Evaluation Consultants and PS-WA to support you in working toward achieving contract milestones on topics including, but not limited to, the following:

6.1.1 Knowledge of PMADs

6.1.2 Community building

6.1.3 Facilitation

6.1.4 Developing resources and referrals

6.1.5 Data collection

6.1.6 Reporting process

6.1.7 Quality assurance

7. DELIVERABLES (may include Payments if tied directly to deliverables)

7.1 Using the templates provided by DCYF, you will submit 2 reports and a detailed budget during the contract period on the following dates:

7.1.1 Detailed Budget due **January 31, 2019**

7.1.2 Community Plan due **January 31, 2019**

7.1.3 Community Report due **December 13, 2019**

7.2 You will submit all reports to the DCYF Contract Manager identified on page 1 of the Contract package.

7.3 The Community Report will include:

7.3.1 Demographic, attendance and participation information about the families served through the support group.

7.3.2 Assessment of participant satisfaction with your services.

7.3.2.1 Participant satisfaction must be assessed by asking participants one of two standardized questions:

7.3.2.1.1 On a scale from 1 (not at all satisfied) to 5 (very satisfied), how satisfied were you with the program? Or

7.3.2.1.2 On a scale from 1 (least valuable) to 5 (most valuable), how would you rate this program?

7.3.2.2 This outcome shall be reported annually, and will be included in the Community Plan. In addition, You will include a description of how the data was collected and if other elements of participant satisfaction were measured.

7.4 As referenced in the General Terms and Conditions under publicity, all publications under this Contract, in whole or in part will acknowledge credit as either providing "funding in partnership with" or "funded by" the DCYF.

7.5 Draft reports, deliverables and analysis will be reviewed and approved by DCYF.

8. FINANCIAL REPORTING AND DOCUMENTATION

8.1 Compensation is based on reimbursement for actual expenses incurred and approval of all invoices by DCYF, not to exceed the maximum amount in Exhibit B Budget. You must attach back-up documentation to your billing that demonstrates the actual expenses incurred.

8.2 You will submit a properly completed A-19 Voucher Monthly or Quarterly, accompanied by the following documentation of the actual expenses incurred during that period, as described below:

8.2.1 Monthly or Quarterly Expense Summary as produced by your accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;

8.2.2 Monthly or Quarterly Payroll Summary describing reimbursed hours for each staff person paid under the contract for that period; and

8.2.3 Invoice documentation supporting payment for contracted services, as appropriate.

8.3 You agree that all funds under this Contract shall be expended by December 31, 2019 as specifically itemized line by line in Exhibit B, and that transfers within expense categories of the budget in excess of 10% of the contract amount will not be made without prior written approval from DCYF and may require a contract amendment.

8.4 All services must be completed by December 31, 2019. Any services after December 31, 2019 are not billable under the terms of this Contract.

8.5 Travel reimbursements made directly to You for services in this Contract cannot exceed the current State of Washington travel reimbursement rates. You will receive compensation for travel expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel can be accessed at:

<http://www.ofm.wa.gov/resources/travel.asp>.

8.6 If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation for amount invoiced by You.

8.7 You shall use these funds to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.

9. CONTRACT MONITORING

9.1 You agree to ensure compliance with all Contractor Requirements, as outlined in this Statement of Work. Failure to comply with or submit timely and complete materials related to Contract requirements may result in withheld or delayed payments. DCYF will monitor Your compliance with Contract requirements, implementation progress and financial activity through review of the following:

9.1.1 Submitted reports, invoices and documents, as described in Section 7 Deliverables;

9.2 Implementation Progress. The DCYF Contract Monitor will review Your monthly budget/financial documentation and quarterly activities and progress toward completion of the required program elements described in this Statement of Work and summarized below:

9.2.1 Program Activities, as described in sections 3 and 4

9.2.2 Participant Engagement, as described in section 3

9.2.3 Data Collection and Evaluation Requirements, as described in section 5

9.2.4 Financial documentation aligned with Contract budget, as described in section 8

9.3 Delay in meeting one or more of the category areas above and/or non-compliance related to financial activity during a quarter, may result in Your Contract transition to Implementation Improvement Status.



Exhibit B - BUDGET

Any variances to the Payment Points allocated within this Budget must be pre-approved by the DCYF Contract Manager in writing. Failure to obtain pre-approval may result in non-payment of the unapproved expense.

State Fiscal Year 2019 (July 1 2018 - June 30 2019):

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
1. Services Expenses Total	1 Sum	\$9,091.00	\$9,091.00		
1.1. Salary and Benefits	1 Lump Sum	\$0.00	\$0.00		
1.2. Supplies	1 Lump Sum	\$0.00	\$0.00		
1.3. Other Services & Charges	1 Lump Sum	\$0.00	\$0.00		
1.4. Travel	1 Lump Sum	\$0.00	\$0.00		
1.5. Contracted Services	1 Lump Sum	\$0.00	\$0.00		
2. Overhead/Administrative /Indirect	1 Sum	\$909.00	\$909.00		
2.1. Overhead/Administrative /Indirect	1 Lump Sum	\$0.00	\$0.00		
Total:			\$10,000.00		
Contract Maximum:			\$10,000.00		

Contract Funding Source(s)

Federal Funds \$10,000.00

FEDERAL FUNDING

A portion or all of the funds for this project are provided through the federal funding source(s) listed below. For the purposes of this Contract, DEL is the pass through entity and Contractor is the Subrecipient. These federal funds are considered sub-awards.

Contractor Data Universal Number System (DUNS) #: 060044641
DEL federal award contact: hannah.le@del.wa.gov
Federal Funding Source(s):

Federal Agency: Health and Human Services

Catalog of Federal Domestic Assistance (CFDA) #: 93.590
Federal Award Identification Number: 1702WAFRPG
Federal Award Date: 07/01/2017
Federal Award Project Description: Community Based Child Abuse Prevention
Amount passed through to contract 18-1294: \$10,000.00
Contractor Indirect Cost Rate: 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)
This funding is not for Research and Development

FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DEL and auditors access to Contractor's records and financial statements as necessary for DEL to meet federal requirements.
5. DEL may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DEL reserves the right to suspend any DEL agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
 - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
 - b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified

proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.



Exhibit C - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms as used throughout this Agreement shall have the meanings as set forth below.

- 1.1 **"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- 1.2 **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- 1.3 **"Data"** means DCYF's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- 1.4 **"In-home Caregiver"** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- 1.5 **"Materials"** means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 1.6 **"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, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- 1.7 **"Sensitive Personal Information"** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information.
- 1.8 **"Staff"** means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- 1.9 **"Subcontractor"** means one not in the employment of a party to this Contract, who is performing all or part of those services under this Contract under a separate contract with a party to this Contract. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier, and the Subcontractors' directors, officers, employees, and agents.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DCYF.

3. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

4.1 Assignment by Contractor

With the prior written consent of DCYF's Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor

shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

4.2 Assignment by DCYF

DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. ATTORNEY FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

6. CHOICE OF LAW AND VENUE

This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.

The Contractor agrees that the United States Bankruptcy Court, Western District of Washington in Seattle, shall be the venue of any and all bankruptcy proceedings involving the Contractor.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1 Assurances

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).

7.2 Child Health, Safety, And Well Being And Child Abuse Or Neglect

In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Contractor. Contractors shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.

7.3 Civil Rights Laws

7.3.1 During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).

7.3.2 In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

7.4 Conflict of Interest

7.4.1 Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

7.4.2 In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

7.5 Licensing, Accreditation and Registration

The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

7.6 Noncompliance with Laws, Regulations, or Policies

The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

7.7 Registration with Department of Revenue and Payment of Taxes

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The 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.

8. CONTRACTOR STAFF

8.1 Prior to the effective date of this Contract, the Contractor shall have provided to DCYF an organization chart of the Contractor's Staff, including the names and positions of Staff that will be performing services pursuant to this Contract. The Contractor shall also provide to DCYF job descriptions for the Staff performing services pursuant to this Contract.

8.2 During the term of the Contract, DCYF reserves the right to approve or disapprove Contractor's and any Subcontractor's Staff assigned to this Contract, to approve or disapprove any proposed changes in Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by DCYF, subject to DCYF's compliance with applicable laws and regulations. Contractor shall provide DCYF with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

8.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

8.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor shall ensure that any transition to new Staff will not affect the schedule or provision of services set forth in this Contract. Contractor understands and agrees that DCYF does not assume liability for the actions of the Contractor's, the Contractor's Subcontractors, or the Contractor's agents. Contractor agrees that it has no right to indemnification or contribution from DCYF for any judgments rendered against Contractor, its Subcontractors or agents.

8.5 Due to the confidential nature of the information and Materials which will be accessible to Contractor, DCYF shall have the right to conduct reference checks and background checks on the Contractor Staff to be used to provide the services and goods pursuant to this Contract. DCYF reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, the Contractor shall conduct its own reference and background checks on Staff or their substitutes to be used to provide the services pursuant to this Contract, subject to Contractor providing to DCYF the questions asked during such checks and other information about the checks as requested by DCYF, and to those questions and this information satisfying DCYF's requirements. Contractor further agrees to cooperate fully with DCYF in completion of these requirements.

9. CONTINUED PERFORMANCE

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

10. COPYRIGHT

10.1 Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the

author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.

10.2 For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.

10.3 The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION

11.1 Scope of Protection

This Section (Section 11) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.

11.2 Use of Confidential Information and Sensitive Personal Information

11.2.1 For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:

11.2.1.1 All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and

11.2.1.2 All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.

11.2.2 DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

11.3 Protection of Sensitive Personal Information

11.3.1 The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.

11.3.2 The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Section 11.3).

11.3.3 Notice of Third Party Request and Intended Disclosure

11.3.3.1 Written Notice Required. If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.

11.3.3.2 Notice Deadline: Third Party Request. The notice required under this Section (Section 11.3) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.

11.3.3.3 Notice Deadline: Disclosure for any Other Reason. If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.

11.3.3.4 Basis for Disclosure. The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.

11.3.4 If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality And Non-Disclosure Agreement consistent with Attachment 1 to this Contract.

11.3.5 The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

11.4 Information Technology Security Standards

11.4.1 The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:

11.4.1.1 All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and

11.4.1.2 The Washington State Office of the Chief Information Officer IT Standards.

11.4.2 The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

11.5 Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (Section 11) the Contractor must:

11.5.1 Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section 1 (Definitions).

11.5.2 Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.

11.5.3 Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

11.5.3.1 DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and

- 11.5.3.2** DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- 11.5.4** Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section 7 (Compliance With Laws, Rules And Regulations), and this Section (Section 11).
- 11.5.5** Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- 11.5.6** Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- 11.5.7** Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- 11.5.8** Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 31 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (Section 11) must be destroyed as follows:
- 11.5.8.1** For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
- 11.5.8.2** For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
- 11.5.8.3** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- 11.5.8.4** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.
- 11.5.8.5** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
- 11.5.8.6** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the

Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).

11.5.9 Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section 11.5.8 the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).

11.5.10 Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

11.5.11 Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager and DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov.

11.6 Confidentiality Breach

In the event of a breach by the Contractor of this Section (Section 11) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:

11.6.1 Terminate the Contract;

11.6.2 Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;

11.6.3 Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

11.6.4 Suspend the Contractor's on-line access to accounts and other information.

11.7 Method of Transfer

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

11.8 Public Disclosure

11.8.1 Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the Data is responsible for informing the other party what it considers Confidential Information.

11.8.2 If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

11.9 Access to Data

In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

13. DISPUTES

- 13.1** Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").
- 13.2** A request for a DRB must:
- 13.2.1** Be in writing;
 - 13.2.2** State the disputed issues;
 - 13.2.3** State the relative positions of the parties;
 - 13.2.4** State the Contractor's name, address, and contact telephone number; and
 - 13.2.5** Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- 13.3** The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.
- 13.4** Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

14. DUPLICATE PAYMENT

DCYF shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

15. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

16. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

17. FEDERAL FUNDING REQUIREMENTS

Federal Certifications and Assurances (Attachment 3)

If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 3.

18. FUNDING CONTINGENCY

18.1 In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, DCYF may:

- 18.1.1** Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
- 18.1.2** Renegotiate the terms of the Contract under the new funding limitations and conditions;
- 18.1.3** After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
- 18.1.4** Pursue such other alternatives as the parties mutually agree to in writing.

18.2 Any termination under this Section (Section 18) shall be considered a Termination for Convenience.

19. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

20. INDEMNIFICATION

20.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.

20.2 The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Contract. The Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

20.3 The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

21. INDEPENDENT CAPACITY

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 DCYF. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of DCYF or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

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, DCYF may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DCYF may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DCYF under this Contract, and DCYF may also 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 right to collect from the Contractor.

23. INSURANCE

The Contractor, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Contractor and its officers, employees, and agents acting as such claims must be filed and processed as provided therein.

24. LIMITATION OF AUTHORITY

Only the Contractor's agent or agent's delegate by writing (delegation to be made prior to action) and DCYF's agent or agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the agents for both parties.

25. MONITORING

25.1 DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

25.2 Monitoring activities may include, but not be limited to:

25.2.1 Review of the deliverables and other requirements listed in Exhibit A.

25.2.2 Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.

- 25.2.3** Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:
 - 25.2.3.1** Contractor's compliance with Section 7 (Compliance With Laws, Rules, and Regulations).
 - 25.2.3.2** Contractor's compliance with Section 11 (Data Share and Protection of Confidential Information and Sensitive Personal Information).
 - 25.2.3.3** Contractor's compliance with Section 17 (Federal Funding Requirements).
- 25.2.4** On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

26. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

27. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 27.1** Applicable Federal statutes, regulations, policies, and Attachment 3 (Federal Certifications and Assurances);
- 27.2** Applicable State of Washington statutes, regulations, and policies;
- 27.3** The Contract terms and conditions (pages 1 thru 4);
- 27.4** Exhibit C (General Terms and Conditions);
- 27.5** Exhibit B (Budget); and
- 27.6** Exhibit A (Statement of Work).

28. OVERPAYMENT

- 28.1** Contractor shall promptly, but in all cases within thirty (30 Days), pay to DCYF the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for DCYF's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.
- 28.2** In addition to the requirements contained in this Section (Section 28), the Contractor agrees that DCYF may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor. DCYF must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

29. PUBLICITY

- 29.1** The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.
- 29.2** The Contractor agrees to submit to DCYF all advertising and publicity matters relating to this Contract in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.
- 29.3** All publications funded, in whole or in part, under this Contract will use DCYF logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF. The full-color or black-and-white DCYF logo, provided by DCYF Contract Manager, shall appear in its entirety, without modification.

30. RECAPTURE

- 30.1** In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount

equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

- 30.2** Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

31. RECORDS MAINTENANCE

31.1 The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but 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. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

- 31.2** 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.

32. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

33. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

34. SITE SECURITY

While on DCYF's premises, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

35. SUBCONTRACTING

35.1 Subcontractor Approval by DCYF

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.

35.2 Subcontract Terms and Conditions

The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.

35.3 Performance

Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.

35.4 Direct Agreements

Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

36. TERMINATION FOR CAUSE

- 36.1** In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.
- 36.2** DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.
- 36.3** In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and Staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF provided in this Section (Section 36) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 36.4** A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- 36.5** Section 36.1 shall not apply to conduct, in the performance of this Contract, by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract, the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, DCYF may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, DCYF shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

38. TERMINATION PROCEDURE

- 38.1** Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section 39 (Treatment of Assets) shall apply in such property transfer.
- 38.2** DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section 13 (Disputes) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- 38.3** The rights and remedies of DCYF provided in this Section (Section 38) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 38.4** After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
- 38.4.1** Stop work under the contract on the date, and to the extent specified, in the notice;
- 38.4.2** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- 38.4.3** Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in

which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- 38.4.4** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
- 38.4.5** Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
- 38.4.6** Complete performance of such part of the work as shall not have been terminated by DCYF; and
- 38.4.7** Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

39. TREATMENT OF ASSETS

- 39.1** Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- 39.2** Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- 39.3** The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 39.4** If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- 39.5** The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- 39.6** All references to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

40. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

41. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor makes each of the following representations and warranties as of the effective date of this Contract.

- 41.1 QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 41.2 SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

- 41.3 QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 41.4 WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Section (Section 41.4) and pursuant to RCW 49.48.082 as now or hereafter amended, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- 41.5 PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, 3rd sp.s. Chap. 1, § 615, sub-§ 23), during the term of this Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- 41.5.1** For purposes of this Section (Section 41.5), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 41.5.2** For purposes of this Section (Section 41.5), the Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- 41.5.2.1** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- 41.5.2.2** A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
- 41.5.3** Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Section 41.5) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- 41.6 PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 41.7 Sensitive Personal Information of In-home Caregivers.** Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.217.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

42. WITHHOLDING PAYMENTS

DCYF may withhold payment to the Contractor for any services/deliverables not performed as required hereunder until such time as the Contractor modifies or delivers services/deliverables to the satisfaction of DCYF.



Exhibit D - DELIVERABLES

State Fiscal Year 2019 (July 1 2018 - June 30 2019):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Budget and Community Plan <i>Within 60 days of contract execution</i>	No Date
2.00	Final Community Report	Dec 13, 2019

Funding Opportunity Title

Perinatal Mental Health Community Capacity Building

Purpose

Strengthening Families Washington (SFWA), a team within the Department of Children, Youth, and Families (DCYF) in collaboration with Perinatal Support Washington (PS-WA), a state-wide non-profit dedicated to lifting the veil on perinatal mood and anxiety disorders (PMADs) and treating them effectively, are interested in strengthening the capacity of communities to address perinatal mental health needs and increasing services for families impacted by perinatal mental health complications.

The purpose of this funding opportunity is to support communities interested in collaborative efforts to increase community-wide awareness and develop resources to support perinatal mental health. Successful applicants will receive technical support and assistance from PS-WA including content expertise and training opportunities.

We invite proposals from communities for perinatal mental health approaches. Successful proposals will plan to involve numerous stakeholders to implement a coordinated plan with the overall goal to strengthen the health and well-being of mothers and families in the community. Our ultimate goals are to reduce or eliminate negative impacts of perinatal mood disorders, support all caregivers, families and children in their optimal development, prevent child abuse and neglect, and promote healthy family development.

Project Overview

Up to 10 host organizations will be selected (in up to 10 different communities).

Host organization will be responsible for:

1. **Community Building for Perinatal Mental Health in collaboration with PS-WA:** Engage diverse stakeholders in a community effort to identify community perinatal mental health strengths and needs. Expand engagement of stakeholders over time and explore ways to impact knowledge and understanding of perinatal mental health among anyone who interacts with families across diverse contexts (e.g., community service providers, child care providers, health care providers, librarians, businesses, etc.). Ensure engagement of cross sector providers and of parents. Specific responsibilities include:
 - A. Collaborating with PS-WA for the duration of the program (through December 2019).
 - B. Convening up to 4 community meetings with individuals and organizations that interact with families across various contexts in the community. (Planning support and content will be provided by SFWA and PS-WA)
 - C. Inviting attendees, planning and hosting a one-day PMAD training (trainers and training materials provided by PS-WA).

2. **Concrete Supports for Perinatal Mental Health:** Establish concrete supports in the community for families impacted by PMADs. Specific responsibilities include:
 - A. *Developing at least one ongoing perinatal support group(s).* Host organizations can manage and facilitate support groups or sub-contract to other community organizations. DCYF approval is required for all sub-contracts. Support group qualifications include:

- Held at a central location that is easy for parents to access and at times that are convenient for families.
- Meeting rooms that are appropriate to accommodate a minimum of 10 parents with infants.
- Facilitator must have completed PS-WA training for support group facilitators and participate in monthly consultation calls.
- Facilitator should be representative of the community including but not limited to language and culture, be a parent, knowledgeable about pregnancy, birth, and postpartum, and knowledgeable about infant development.
- Ability to recruit and engage with 6-10 parents weekly or bi-weekly for support group meetings.
- Open to all parents in the community free of charge.

Please note: Support group facilitator trainings will be provided in Spring of 2019 by PS-WA.

- B. *Perinatal Mental Health Resource and Referral handouts specific to each community.* Resource and Referral handouts are intended to create easy pathways of care for both professionals and families. They will include mental health referrals, support groups, links and information about perinatal mental health, local crisis information, and online resources for support.

3. **Work Plan and Budget:** Successful host organizations will develop a work plan and budget within the first month of the DYCF contract period. Host organizations will be provided a work plan and budget template. Budget should reflect at least 6 months of direct service funding for at least one support group.
4. **Evaluation:** Successful host organizations are responsible for engaging in evaluation activities and data collection focused on two areas.
 - A. Community Capacity Building – Host organizations and their partners will be asked to complete a community capacity survey and participate in key informant interviews and/or focus groups conducted by evaluation consultants to DCYF.
 - B. Parent Outcomes – Support group providers will collect outcomes data from participants using a parent questionnaire provided by PS –WA.

Funding Focus

Funding is provided by federal Community-Based Child Abuse Prevention (CBCAP) funding and must be used for primary or secondary prevention. Services for families currently involved with child welfare are considered tertiary prevention and are limited to no more than 20% of the population served.

Support groups should focus on offering culturally relevant services to unserved and underserved populations. Populations include, but are not limited to: low income families, families with children 0-3, special needs families, homeless families, African American families, unaccompanied homeless youth, fathers, mothers, refugee/immigrant families, tribal communities, Latino/Hispanic families, adult former victims of domestic violence or child abuse and neglect, teen parents, single parents, non-English speakers, Asian/Pacific Islander families and relative caregivers. Support groups should be strengths-based.

Funds Available

The maximum funding request is \$10,000 for December 1, 2018 – December 31, 2019 (13 months). DCYF anticipates awarding up to 10 contracts.

Contract Period

The contract period will run from December 1, 2018 - December 31, 2019.

Who Should Apply

501c3 private non-profit organizations, tribal organizations, public or private schools, faith-based organizations, and local government entities serving Washington State parents, caregivers and families.

How To Apply

Submit one (1) copy by email (Word or PDF), including all required attachments, by 5:00 p.m., Monday, October 22, 2018. Late or incomplete applications will not be considered. Please email all applications to strengtheningfamilies@dcyf.wa.gov

Applications **MUST** use no less than 11 point font with 1 inch margins.

Name	Courtney Jiles, Strengthening Families WA
Phone Number	360-725-4410
E-Mail Address	courtney.jiles@dcyf.wa.gov

Selection Process and Timeline

Webinar	September 27, 2018
Funding Applications Due	October 22, 2018
Announce Successful Applicants	November 9, 2018
Negotiate Contracts	November 2018
Contract Effective Date	December 1, 2018

A. Applicant Information (10 points)

Please include Section A as the cover sheet for the application narrative.

Organization Name Whatcom County Health Department

Contact Person Allison Williams

Mailing Address 1500 N. State St.

City, State, Zip Code Bellingham, WA 98225

County Whatcom

Phone 360-778-6145

Fax 360-778-6155

E-mail AWilliam@whatcomcounty.us

Organization Type

- 501 c3 Private Non-Profit
- Tribal Organization
- Local Government
- Public School
- Private School
- Other: _____

Population: (Check one)

- Urban
- Suburban
- Rural
- Remote

For Sections B-D, please answer the following questions. Not to exceed 10 pages.
Applications MUST use no less than 11 point font with 1 inch margins.

B. Community Landscape (30 points)

Using data from your community please describe the need for perinatal mental health resources.

Over the last decade there has been a growing awareness of the importance of early childhood. In Whatcom County, community leaders have prioritized a focus on young children and families as part of the Whatcom County Community Health Improvement Plan process, recognizing that investing in our youngest children from the start is the most effective approach to improving health, reducing disparities, and advancing health equity (Whatcom County Community Health Improvement Plan, 2013). Organizations, community leaders and individuals in Whatcom County have heard the call to action to invest in young children and their families and have responded to this need. One identified need is to increase our community capacity to support families during the perinatal period, particularly those experiencing poor mental health.

Each year over 2,000 babies are born in Whatcom County. All of these babies demand our keen attention. The environments in which these babies are born and the care that they receive in their first few years will lay the foundation for their lifetimes. Every child is a product of their own ecosystem. Children live within families and families live within communities. The conditions within these families and communities are the most significant determinants of child well-being, especially in the early years. A child's early experiences have the power to create a trajectory toward health and well-being throughout the lifespan or, conversely, to set-up profound challenges that need to be overcome. Ensuring the health and well-being of the next generation is entwined with supporting the health and well-being of this generation of parents.

Nurturing relationships between caregivers and children and households that support basic needs are essential for healthy development. The Strengthening Families Framework outlines five protective factors that support health development. One of the protective factors is "Social Connections" "Several research studies have demonstrated that – for both mothers and fathers – high levels of emotional, information, instrumental and spiritual support is associated with positive parental mood; positive perceptions and responsiveness to one's children; parental satisfaction and well-being and sense of competence; and lower levels of anger, anxiety and depression."(Center for the Study of Social Policy, 2014)

Social and emotional support is critical for navigating the challenges of daily life as well as for good mental health. Social and emotional support is also linked to educational achievement and economic stability. In 2015, 61% of adults in Whatcom County reported having community support and connections and 82% of Whatcom County adults reported having someone they trust to take care of their kids. Having trusted people to take care of your kids demonstrates having the type of connections in a community that act as protective factors. (Behavioral Risk Factor Surveillance Survey BRFSS, 2015) In the 2018 Community Health Assessment (CHA) presented by the Whatcom County Health Department, the 2016 BRFSS data show 13% of Whatcom County adults reporting 14 or more days of poor mental health in a month, the highest rate reported over the last 6 years and the first time Whatcom County surpassed the Washington State rate. Rates of reported depression among adults have remained steady since

2011, around 22.6%, but females report a much higher rate: 29% vs. 15% for males. (BRFSS in the 2018 CHA)

While these numbers indicate social support for many Whatcom County residents, qualitative data highlight barriers to support that contribute to disparities in access to services and to outcomes in educational achievement, economic stability, and healthy pregnancies, particularly for Latino/Hispanic families. Focus groups conducted in 2017 by the Whatcom County Health Department with low-income mothers of young children revealed barriers to accessing support services, even informal peer support. These barriers included being an English language learner, lack of transportation and child care, immigration status, and service environments that lack a warm welcome, a sense of belonging, respect, and compassion. Qualitative data from the 2018 Community Health Assessment confirmed these findings: “The cultural background of those providing services in the community often does not reflect those they are serving. In some instances, language and cultural differences are creating social isolation and limiting access to social services.”

Whatcom County’s demographics are changing and the impact of not addressing these disparities could affect the long-term health and well-being of our residents and our county. In 2016, the total population of Whatcom County who identified as Hispanic was 8.8% and as multi-race was 3.4%. For children under five, 18.1% identified as Hispanic and 7.7% as multi-race. Currently, we see through local, state and national data that non-whites are more likely to have poor health and education outcomes compared to their white peers. (Healthy People 2020 *Disparities User Guide*, WA DOH *Data and Tools for Project Planning*, WA OSPI Dropout and Graduation Reports, 2016) In Whatcom County there are approximately 11,000 children under age 5. Young children are more racially and ethnically diverse than the population of Whatcom County as a whole. Increasing diversity demands that our communities and schools respond in new and different ways. In order for the community to continue to prosper and thrive, opportunities leading to good health and educational success need to be equally available to everyone in our community.

Outcome disparities are reflected in the following indicators of individual and community well-being:

- Teen pregnancy: In 2016, 12 of the 25 Whatcom County births to women under age 18 were to women who identified as Hispanic. (Community Health Assessment Tool, 2016)
- Kindergarten readiness: In the 2016-17 school year, 50.6% of all Whatcom County children entering kindergarten demonstrated readiness in all 6 domains. When disaggregated by race, those rates show stark differences— 12.5% of American Indian/Alaska Native children; 18.2% of Black/African American children; 35% of Hispanic/Latino children; 39.5% of Multi-Racial children; 43.2% of Asian children; and 58.1% of White children. (OSPI-Office of Superintendent of Public Instruction, 2016-17)
- Graduation rates (adjusted 4-year cohort rate): For the 2016-17 school year, Whatcom County’s graduation rate was 77%. Again, when disaggregated the data show disparities—45.2% of American Indian/Alaska Native students; 56% of English Language Learners, 66.7% of Black/African American students; 67.8% of Latino/Hispanic students; and 80% of White students. (OSPI, 2016-17)
- Income: Twenty-two percent of all Whatcom County households are employed but still unable to afford the basic necessities of life (ALICE—Asset Limited, Income Constrained, Employed)

Digging deeper here also show disparities by race/ethnicity—55% of Hispanic households are considered ALICE while only 37% of White households fall below the ALICE threshold.

Ongoing research recognizes that perinatal mood and anxiety disorders affect not only the parents and caregivers experiencing poor mental health, but also can have negative impacts on the healthy development of children in their care. Nationally, research studies estimate that 1 in 7 women and 1 in 10 men will experience a perinatal mood disorder. Data from the CDC's 2012-2016 Pregnancy Risk Assessment Monitoring System (PRAMS) reported 11.3% of new mothers in Washington State experienced postpartum depressive symptoms two to four months after birth. PRAMS data for Whatcom County during the same time period indicates 13.9% of postpartum women reporting signs of depression. Over half of women experiencing perinatal depression often do not get a clinical diagnosis or receive any treatment. If left undiagnosed and untreated, this could have long-term repercussions for the well-being and prosperity of children, families and communities. Early identification and treatment with support, therapy and/or medications can help ensure a return to parent/caregiver good mental health and to secure, healthy family attachments.

In January of 2017, the First Steps Coalition of Whatcom County formed a Task Force on Perinatal Mental Health. In the spring of 2017, the Task Force surveyed a variety of local providers working with families prenatally and/or postpartum about their current practices in screening and identifying perinatal mood disorders, and their current training needs around this topic. One hundred seventeen providers responded, 23 of which identified as physicians. Sixty-eight percent of respondents reported using a standardized, validated screening tool. Similarly, about 65% of the physicians surveyed reported using a standardized, validated screening tool; however, 67% of the obstetricians reported doing so while only 30% of family medicine physicians and 17% of pediatricians reported doing so. Over 95% of all respondents and 90% of all physician respondents were interested in receiving more education on perinatal mental health.

C. Community Resources and Support (30 points)

In this section DCYF and PS-WA are seeking information about how the host organization will work within the community to build capacity for perinatal mental health promotion. Please demonstrate how you, as a host organization, collaborate with other existing resources and engage with partners in your community. In addition, please describe how you will convene local community meetings.

In this section DCYF and PS-WA are seeking information about how the host organization will work within the community to build capacity for perinatal mental health promotion. Please demonstrate how you, as a host organization, collaborate with other existing resources and engage with partners in your community. In addition, please describe how you will convene local community meetings.

Parent participation is required in the planning and decision-making related to this funding opportunity. Please explain how parents will be engaged and participate.

Whatcom County is fortunate to have many caring and collaborative people with a genuine willingness to come together and work on issues of concern for our community. There are both sustained efforts as well as recent initiatives that have been designed to support and improve the health and well-being of children and families. As a Health Department we have been involved in many of these initiatives. Listed below are several examples of collaborative processes focused on young children and their families in

which the Health Department has been instrumental in providing facilitation, community engagement, assessment, and data gathering.

- Taking Action for Children and Youth with Special Health Care Needs is an interdisciplinary community group working collaboratively to improve the system of care for children with special needs and their families. The development of this group began in 2008 and over the last 10 years, this community group has gathered information about the needs of children and families in our area and implemented initiatives based on parent and community input. Taking Action has increased the number and timeliness of young children entering needed services identified through creation of and access to our Single Entry Access to Services line (SEAS) for children 0-21 with concerns for health, developmental and behavioral needs. In 2015, Taking Action again collaborated with a wide cross-section of community partners to create GIDES, our General Interdisciplinary Developmental Evaluation System, which allows Whatcom children needing a mid-level developmental evaluation to be seen locally instead of traveling to Seattle. A third initiative, the Family Tools Team has a strong parent voice and has created many accessible, family-centered, user-friendly tools, including a website used by both parents and providers. Many of these handouts have been translated into Spanish. In addition, Taking Action gathers local data about screenings and evaluations, referrals, services needs and wait times, and number of people accessing handouts and the website.
- The Generations Forward Children’s Collaborative grew out of a 2015 community health assessment and improvement planning process that highlighted health and social inequities within the community and drew attention to the role that childhood adversity plays in the development and perpetuation of these inequities. Community leaders expressed a desire for all children to have an “even start” in life, which requires tackling toxic stress and closing opportunity gaps associated with race/ethnicity, poverty, and adverse child and family experiences.

In preparation for a 2 ½ day community planning conference around this topic, the Health Department conducted an assessment focused on children and families, gathering both quantitative and qualitative data about how our youngest residents and their families are doing. Disaggregating data where possible highlighted inequities shaped by geography, race/ethnicity, income and family adversity. Focus groups identified social isolation and lack of peer support for mothers of young children, particularly mothers who identify as Latina. In October 2017, the Health Department and the Opportunity Council, a local community action agency, convened 74 community stakeholders, 25 whom identified as parents, to develop and work towards a shared vision of a future where all Whatcom County children thrive. Using a Future Search process, 9 priorities emerged and attendees committed to action team work on these wide-ranging topics.

The work of several of the action teams dovetails well with the work of the Whatcom Perinatal Task Force to build community capacity around perinatal mental health: the Parent Support and Education team, the Coordinated and Centralized Services team, the Intentional Community Building team, and the Equity and Honoring Cultures team. Generations Forward now counts over 150 unique participants and continues working to keep parents at the center in voice, action and leadership. In 2017 the County’s Public Health Advisory Board and the elected County Health Board adopted an annual policy focus on young children and families. Additionally, the work of other community wide groups and organizations align with Generations Forward priorities (e.g. Whatcom

Early Learning Alliance, First Steps Coalition, Whatcom Family & Community Network, and the Whatcom Perinatal Mental Health Task Force).

- The Whatcom County First Steps Coalition functions to coordinate services, develop prioritized needs, and inform community planning related to pregnant and parenting women. The Coalition members provide expert information related to the current service landscape for maternal child health and identified unmet needs. The Whatcom Perinatal Mental Health Task Force grew out of a work group formed to address the prioritized need to increase community awareness of perinatal mood disorders, expand our local network of providers skilled in identifying, referring and providing treatment, develop accessible and culturally relevant supports for new mothers, and create current resource tools for Whatcom County. The Task Force benefits from the support of the Whatcom County Behavioral Health Program Tax Fund, Perinatal Support Washington and the dedicated work of Task Force members, who members include parents and community members as well as medical, behavioral and social service providers from community health centers, primary care practices, non-profit organizations, private practices and public health. Community successes thus far include:
 - Surveying 117 local providers about current screening practices and training needs for perinatal mood disorders
 - Expanding facilitated peer support through the Bellingham Center for Healthy Motherhood
 - Increasing the number of providers skilled in identifying and treating perinatal mood disorders, particularly those who accept Medicaid, through Mobile Mama Therapy's 10-month clinical consultation group
 - Creating a communication tool and an up-to-date local resource list
 - Hosting a local full day conference for all providers to learn the basics in perinatal mood disorders: risk factors, screening, referring and treating, pharmacology, and impact on child development (scheduled for Oct. 30, 2018)

The Task Force currently meets once a month and would be the convener of the community meetings for this grant process. The meetings are currently held at the Bellingham conference room of the Health Department but time and place can be adjusted to meet the needs of an expanded Task Force.

Parent participation is required in the planning and decision-making related to this funding opportunity. Please explain how parents will be engaged and participate.

To support a family-centered process, expanding the Task Force, developing peer support, and creating tools and resources for families and providers will require learning from families what works best for them, not only for services and tools but also for involvement and leadership opportunities. As the Task Force considered this grant application, a Latina mother with a young infant joined the sub-committee and provided valuable insight and encouragement to pursue this opportunity. She plans to join the Task Force. We also reached out to community partners in the schools, housing and medical community who work primarily with Latino families who also expressed interest and support in collaborating on expanding perinatal mental health support.

As peer support is developed, hosting parent-centered, family-friendly events in the community prior to the support group launch is one way to help ensure that the group meets the needs of the parents and is seen as a trustworthy source of support. A community event can also provide feedback about how parents want to communicate and be involved in decision-making opportunities around community capacity building.

D. Applicant Host Organization Capacity (30 points)

In this section DCYF and PS-WA are seeking information that will document the applicant organization's ability to successfully carry out this project. If the organization is newly developed, the Executive Director and/or board members may be required to agree to background checks by the Washington State Patrol. Please note that the applicant organization must meet the eligibility requirements.

- I. **State the mission of the applicant organization.**
Whatcom County Health Department is a local governmental public health and human services agency. Our mission is to lead the community in promoting health and preventing disease.

- II. **Briefly describe the staff and volunteers needed to carry out program services.** Include the number of full-time equivalent (FTE) positions and qualifications of staff. Indicate if personnel are in place or will be new hires. Indicate if staff is culturally and linguistically matched to families/communities to be served. Relevant job descriptions and resumes may be required as part of contract monitoring. For community volunteers, please include an estimated number of volunteers that will be involved in the program, job duties, any training and supervision plan and current use of volunteers in the organization.

A full-time Community Health Specialist at the Whatcom County Health Department will be coordinating the work of this project. She is a part of the Community Health division and is supported by the Child and Family Health Supervisor and the Community Health Manager. The Community Health Specialist currently coordinates the Whatcom County Perinatal Mental Health Task Force and has significant experience convening community groups made-up of both professionals and non-professionals. She has been trained in Participatory Leadership and will be developing and supporting a participatory process to determine the specific community(ies) within the broader Whatcom County Latino community to be the focus for this work. Through our community needs assessment, we know that it will be important for the peer-support to be localized in specific communities to allow for the greatest accessibility. Interest has been expressed in both North Bellingham and Everson and it will be the work of our agency to partner with local groups in both of those areas to determine readiness to recruit peer leaders as well as ability to host a peer-support group.

The Whatcom County Perinatal Mental Health Task Force is committed to supporting this project by lending their expertise. Two of the members of the task force are trained facilitators using the Group Peer Support model and currently host two groups. Additionally, there is representation from community agencies and health care providers that are committed to increasing the support available in our community for this population.

- III. **Describe applicant's experience developing or delivering services related to perinatal mental health.** Is your organization interested in hosting the support group or will the host organization subcontract to another organization? If unknown at this time, please indicate this.

The Whatcom County Health Department has long experience both developing and delivering perinatal and mental health services. Our agency delivers the Nurse-Family Partnership program to pregnant and parenting women and has developed a partnership to deliver this program to the Lummi Nation. Through our Human Services division, our agency has collaboratively built a number of mental health programs focusing on particular populations within Whatcom County. Our agency has taken a leadership role in a number of inclusive community initiatives with a focus on parent and child support including the community coalition, Whatcom Taking Action for Children and Youth with Special Health Care Needs and the Generations Forward Collaborative.

Our agency's role will be as convener, capacity-builder and project manager. We do not intend to host the support group but, instead, work within the identified communities to determine the best site for the group and the most appropriate host organization. Based on our localized capacity assessment, we will work with the communities to determine if a sub-contract with another agency is appropriate or if our agency will contract/employ directly the peer support facilitators.

IV. **Describe the applicant's experience in successful compliance with contract requirements and completion of a program contract with state or local funding entities.**

The Whatcom County Health Department is regularly in contract with state entities. Currently, within the Community Health division, we have an annual contract through the Washington State Department of Health for our Maternal Child Health Block Grant. We also have an annual contract with the Department of Children, Youth and Families to implement the Nurse-Family Partnership. Until recently, we also were in contract to implement the WIC Nutrition program. Each of these contracts requires demonstration of compliance in implementation and fiscal record-keeping and billing. Our agency has a strong track record in successfully implementing contracted work and complying with contract requirements.

E. Attachments

- *Parent Letter of Support* from a parent who can speak to how you partner with families. **Required.**
- *Letters of Support from organizations or persons* who have an interest in the success of this program. Letters of Support may include social service providers, advisory committee and board members, community leaders, educators, clergy, business leaders, etc. **Required. Not to exceed 2 letters.**




Application Submission Checklist

Late or incomplete applications will **not** be considered for funding. Complete applications must address each question and include the following back-up documentation:

- Application Coversheet (Section A) (p. 4).
- Narrative (Sections B-D; not to exceed 10 pages, no less than 11 point font with 1 inch margins) (p. 4 and 5).
- Attachments (Section E) (p. 5).
- Signed and dated Application Submission Checklist (p. 6).

I certify that I have the authority to submit this proposal, and that the information in this proposal is true and accurate. If my organization is faith-based, I understand that federal and state law prohibits the use of public funds for religious worship, exercise, instruction or support of any religious establishment: <http://www.acf.hhs.gov/programs/occ/resource/equal-treatment-regulations-for-faith-based-organizations>

I understand that my organization will not receive reimbursement for any costs incurred in preparing this proposal. If awarded funding, I understand that our proposal will be incorporated into the final contract.

Printed Name and Title	Allison Williams, Community Health Specialist
Signature	
Date	10-22-18

Vesla Kazimer
PO Box 232
Deming, WA 98244

To whom it may concern,

I am excited to write a letter expressing my support of the Whatcom County Health Department and their proposal to expand peer support to Latina mothers experiencing depression, anxiety, and isolation.

As a mother of two, I know the reality of that difficult time of being a new mother. Both of my children were born a month premature which brought so many intense experiences. I was unprepared and scared about their health concerns. I was physically recovering from the emergency c-section, and terrified that they would never learn to nurse. I was comforted by the efforts of my family, friends, and peers. Their constant support shaped me into the mother I am today. I feel the success my family feels is a direct result of their involvement.

There are so many events that can surround a pregnancy. While the hormones of meeting your newborn can help prop you up, they are not enough. A mother needs the outside support of her family and peers. These people can ease the fears and anxieties that come with any pregnancy and can be a truly empathetic ear to get you through a challenging time. Only your peers can understand the power and turmoil of those weeks and months.

This program has the power to transform the lives of mothers and their children in our community. It is support like this that lay a solid foundation for families in minority populations which foster resilience and build a stronger community at large. Making community connections creates a lasting impact on children and their families. I strongly believe through my work and my own experience that if you feel supported in pregnancy and birth, your family and community benefit in ways that are difficult to measure, but create an environment where people thrive.

Please support the continuing efforts of the Whatcom County Health Department as they explore the many ways to build and maintain a resilient, compassionate and diverse community that begins with childbirth.

Sincerely,

Vesla Kazimer



October 22, 2018

Strengthening Families WA
Attention: Courtney Jiles
Courtney.jiles@dcyf.wa.gov

Regarding: Perinatal Mental Health Community Capacity Building

Dear Ms. Jiles,

As the Resident Services Coordinator for Mercy Housing Northwest's Sterling Meadows Apartments, I'm happy to endorse the submission of the Whatcom County Health Department's grant application to expand our community's capacity to support families experiencing poor perinatal mental health.

Evidence shows that rates of perinatal mental health disorders are greater among parents of color and those parents who have barriers due to income, language, or transportation. Maternal depression and anxiety can impact not only the mental health of parents of young children, but can also impact the development of their children and healthy family relationships. Whatcom County families, especially Latino families, report feeling social isolated and wanting more culturally appropriate peer support.

Sterling Meadows Apartments provides community-centered housing for 51 agricultural and aquaculture workers and their families who earn 45% or less than our area median income. We provide support services to residents through an onsite community center, a variety of classes, and an after school program and homework club. We support the efforts of the Health Department to expand access to peer support around perinatal mental health to Latino parents in a setting and manner that promotes trust and a sense of belonging. The Health Department has a long history of working collaboratively with community organizations and ensuring parents are part of the work. I am confident that they will use these funds effectively to expand these needed services.

Thank you for consideration of the Health Department's application, which has the potential to greatly expand our community's capacity to build quality perinatal mental health services to an underserved population in our community, reduce health disparities and build healthier families.

Sincerely,

A handwritten signature in blue ink that reads "Lindsay Karas".

Sterling Meadows and Sterling Senior Apartments

512 Sterling Drive, Bellingham, Washington 98226 | 360.734.8164 | 800.855.2880 | mercyhousing.org



Mercy Housing Management Group



LIVE IN HOPE.



BrigidCollins

FAMILY SUPPORT CENTER
Nurturing children, ending abuse

October 22, 2018

Brigid Collins Family Support Center strongly supports the Whatcom County Public Health Department's proposal for perinatal support capacity building.

As a partner of the Whatcom Perinatal Mental Health Task Force, we have great confidence in the Health Department's ability to effectively lead our community in expanding perinatal supports. Our organizations have worked together for more than twenty five years to assure that Whatcom County families have the information and support that they need for the healthy development of their children.

As a community-based nonprofit agency, Brigid Collins provides home visitor services, parenting education and therapy for the most vulnerable families in our community. Serving over 2,200 families annually, we work with numerous families dealing with complex issues such as mental health, substance abuse and trauma.

In particular, our Parent Child Assistance Program (PCAP) provides intensive case management for nearly 95 pregnant, post-partem and parenting mothers in recovery from drugs and alcohol each year. Ingrid Robinson, Brigid Collins' PCAP program manager, serves on the Whatcom Perinatal Mental Health Task force and stresses that many of the mothers in PCAP would benefit from increased awareness and support services related to perinatal mental health. We have experienced increased demand for services provided in Spanish and agree this is an important focus area.

Whatcom Public Health Department is an excellent position to increase our community's perinatal mental health supports and we extend our full support to them as they submit their application.

Kathleen Roy
Director of Operations

WHATCOM:

1231 N. Garden St. #200
Bellingham, WA 98225
ph: 360.734.4616
fax: 360.734.1763
TTY: 360.734.4616

SKAGIT

1500 E. Broadway
Mount Vernon, WA 98273
ph: 360.428.6622
fax: 360.848.6644
TTY: 360.734.4616

contact@brigidcollins.org
www.brigidcollins.org

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Whatcom County DBA Whatcom County Health Department

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 18-1294, attached hereto Whatcom County DBA Whatcom County Health Department (the "Contractor") has agreed to support the development of a community-based structure for providing direct services to support parents and families experiencing Perinatal Mood and Anxiety Disorders (PMADs).
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contract Number 18-1294 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

II. Definition of Confidential or Personal Information

- 2.1 "Confidential Information" or "Data" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
- 2.2 "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, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

III. Terms of Agreement

- 3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained DCYF Contract Number 18-1294. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DCYF Contract Number 18-1294.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 18-1294, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 18-1294 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DCYF Contract Number 18-1294.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 18-1294 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

(C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DCYF Contract Number 18-1294.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

Contractor Name:

Allison Williams

Employee/Sub-Contractor/Agent Name:

Signature: 

Signature: _____

Print Full Name: Allison Williams

Print Full Name: _____

Job Title: Community Health Specialist

Job Title: _____

Date: 1-15-19

Date: _____

Signature: _____

Signature: _____

Print Full Name: _____

Print Full Name: _____

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Full Name: _____

Print Full Name: _____

Job Title: _____

Job Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Print Full Name: _____

Print Full Name: _____

Job Title: _____

Job Title: _____

Date: _____

Date: _____

ATTACHMENT 3: CERTIFICATION OF DATA DISPOSITION

Date of Data Disposition 1-15-19

I. Data Disposition Requirements

Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DCYF Contract No. 18-1294 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating, or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.


II. Certification

aw All copies of any data sets related to DCYF Contract No. 18-1294 have been wiped from data storage systems.

aw All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 18-1294 have been destroyed.

aw All copies of any data sets related to DCYF Contract No. 18-1294 that have not been disposed of in a manner described above, have been returned to the DCYF's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DCYF Contract No. 18-1294, have been complied with as indicated above.

Signature of Contract Manager:  Date: 1-15-19
Print Name: Allison Williams

Return original to DCYF Public Records at dcyf.publicrecords@dcyf.wa.gov

ATTACHMENT 4

Federal Certifications and Assurances

THE FOLLOWING CERTIFICATIONS AND ASSURANCES ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE CONTRACTOR ON THE SIGNATURE PAGE OF THIS CONTRACT.

THE CONTRACTOR AGREES TO REQUIRE THAT THE LANGUAGE OF THESE CERTIFICATIONS AND ASSURANCES BE INCLUDED IN ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS.

1. Acknowledgement of Federal Funding Pursuant to Public Law 115-31

If the Contractor is a grantee receiving Federal Funds, or recipient of Federal research grants, the Contractor certifies that it will provide the following notice when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money:—

- 1.1 The percentage of the total costs of the program or project which will be financed with Federal money;
- 1.2 The dollar amount of Federal funds for the project or program; and
- 1.3 The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

2. Assurance of Compliance with Federal Nondiscrimination Laws

The Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance. The Contractor hereby agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- 2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; 45 C.F.R. Part 80) which prohibits discrimination on the basis of race, color or national origin;
- 2.2 Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.; 45 C.F.R. Part 86), which prohibits discrimination on the basis of sex;
- 2.3 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794; 45 C.F.R. Parts 84 and 85), which prohibits discrimination on the basis of handicaps;
- 2.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101et seq.; 45 C.F.R. Parts 90 and 91), which prohibits discrimination on the basis of age;
- 2.5 Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

3. Audit Certification Requirements for Department of Health and Human Services

3.1 Payment Request Certification.

To ensure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved budgets, the vouchers requesting payment under this Contract must include a signed certification by the Contractor that says the following:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

3.2 Cost Allocation Plan or Indirect Cost Rate Certification and Compliance

3.2.1 A proposal by the Contractor to establish a cost allocation plan or an indirect Facilities and Administration (F & A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by DCYF, must be certified by the Contractor using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in the Appendices to 45 C.F.R. Part 75: Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the Contractor by an individual at a level no lower than the Contractor's vice president or chief financial officer.

3.2.2 Unless the Contractor has elected the option under 45 C.F.R. § 75.414(f), the Federal Government may either disallow all indirect F & A costs or unilaterally establish such a plan or rate when the Contractor fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the Contractor failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

3.3 Non-profit Organization Certification

If the Contractor is a non-profit organization, but does not qualify as a Major Non-profit Organization, the Contractor must provide a certification that it does not meet the definition of a Major Non-profit Organization as defined in 2 C.F.R. § 200.414.

3.4 Lobbying Certification

The Contractor must submit as a part of its annual indirect F & A cost rate proposal a certification that the Contractor is in compliance with the requirements and standards contained in 45 C.F.R. § 75.450.

3.5 Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

3.5.1 "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable

costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.

- 3.5.2** "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan
- 3.5.3** "Indirect Administration Cost Rate" means general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).
- 3.5.4** "Indirect Facilities Cost Rate" means depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
- 3.5.5** "Major Non-profit Organization" means a non-profit organization that receives more than \$10 million dollars in direct federal funding.

4. Award Term for Trafficking in Persons

This award is subject to the requirements of 2 C.F.R. § 175.15 (CHAPTER I—OFFICE OF MANAGEMENT AND BUDGET GOVERNMENTWIDE GUIDANCE FOR GRANTS AND AGREEMENTS). If all or part of the funding for this Contract is in the form of a Federal grant or cooperative agreement, the Contractor agrees to the award terms and conditions as described below:

- "1. Trafficking in persons.
 - a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by [the Department of Health and Human Services] at 2 CFR part [376]

- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376].
- (c) Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (d) Definitions. For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other

than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102)."

For the full text of the award term, go to: (<http://www.ecfr.gov>). The use of Federal funds from this award constitutes the Contractor's acceptance of these terms and conditions.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 45 C.F.R. Part 93)

5.1 The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

5.1.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.

5.1.3 The Contractor understands and agrees that this Anti-Lobbying certification is a material representation of fact upon which reliance by the Department of Children, Youth, and Families (DCYF) was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5.2 Statement for Loan Guarantees and Loan Insurance. The Contractor certifies, to the best of the Contractor's knowledge and belief, that if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Certification Regarding Debarment, Suspension, and Ineligibility

- 6.1** If federal funds are the basis for this Contract the Contractor, by signature to this Contract, certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a nonprocurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.
- 6.2** The Contractor shall immediately notify DCYF if during the term of this Contract, the Contractor or the Contractor's sub-contractor(s) becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions. DCYF may immediately terminate this Contract by providing Contractor Notice if the Contractor, or the Contractor's Subcontractor(s), becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions during the Period of Performance (Section 4, page 3).

7. Certification Regarding Drug-Free Workplace Requirements

- 7.1** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 7.2** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about --
- 7.2.1** The dangers of drug abuse in the workplace;
 - 7.2.2** The grantee's policy of maintaining a drug-free workplace;
 - 7.2.3** Available drug counseling, rehabilitation, and employee assistance programs; and
 - 7.2.4** The penalties that may be imposed upon employees for drug abuse violations;
- 7.3** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph 7.1;
- 7.4** The Contractor certifies that it will, or will continue, to provide a drug-free workplace by notifying the employee in the statement required by Paragraph 7.1 that, as a condition of employment under the grant, the employee will --
- 7.4.1** Abide by the terms of the statement; and

7.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

7.5 Written Agency Notification within Ten Calendar Days after Receiving Notice under Paragraph 7.4.2 from an Employee, or Otherwise Receiving Actual Notice of such Conviction.

After the Contractor receives the notice required under Section 7.4.2, the Contractor certifies that it will, or will continue, to provide a drug-free workplace by providing notice of the conviction, including position title, to the Department of Children, Youth, and Families, unless the United States Department of Health and Human Services has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

7.6 The Contractor certifies that it will, or will continue, to provide a drug-free workplace by taking one of the following actions, within 30 calendar days of receiving notice under Paragraph 7.4.2, with respect to any employee who is so convicted --

7.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

7.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7.7 The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 7.1, 7.2, 7.3, 7.4, 7.5 and 7.6.

9. Crime Control Act – Reporting of Child Abuse

9.1 Public Law 101-647 (42 U.S.C. 20341), also known as the Crime Control Act of 1990 (Crime Control Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Crime Control Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.

9.2 The Crime Control Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Crime Control Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.

9.3 Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall

immediately report a suspected child abuse incident in accordance with the provisions of the Crime Control Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.

9.4 By acceptance of this Contract or order, the Contractor agrees to comply with the requirements of the Crime Control Act. The Crime Control Act also applies to all applicable subcontracts awarded under this Contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Crime Control Act.

10. Limited English Proficiency (Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons) ([Executive Order 13166](#), August 11, 2000)

Executive Order 13166 requires recipients of Federal financial assistance to take steps to insure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for accurate and effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at:

<https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

11. Pro-Children Act (January 2006) Certification Regarding Environmental Tobacco Smoke

11.1 The Pro-Children Act, 20 U.S.C. § 7973, imposes restrictions on smoking in facilities where certain Federally funded children's services are provided. The Pro-Children Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of (i) kindergarten, elementary, or secondary education or library services or (ii) health, day care services, or early childhood education programs. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.

11.2 By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Pro-Children Act. The Pro-Children Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with the provisions of the Pro-Children Act. Failure to comply with the Pro-Children Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

12. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On reducing Text Messaging While Driving," October 1, 2009.

13. Purchase of American-Made Equipment and Products

In accordance with Public Law 103-333 the "Departments of Labor, Health and Human services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this grant award:

Section 507: "Purchase of American-Made Equipment and Products – It is the sense of the congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made." See Public Law 103-333 § 507.

14. Single Audit Requirements

- 14.1 Subrecipient of Federal Award.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (C.F.R.) § 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. § 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. § 200 and any successor or replacement Circular or regulation.
- 14.2 Expends \$750,000 or More in Federal Awards.** If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program specific audit for that year. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. § 200, and any reports required by the program-specific audit guide (if applicable).
- 14.3 Exemption when Federal awards expended are less than \$750,000.** A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, DCYF, and Government Accountability Office (GAO).
- 14.4 Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding Research & Development), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a

program-specific audit conducted in accordance with 2 C.F.R. § 200.507. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

14.5 Audit Report Submission

14.5.1 Single Audit Deadline. Pursuant to 2 C.F.R. § 200.512 the single-audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

14.5.2 Program Specific Audit Deadline. Pursuant to 2 C.F.R. § 200.507 the program-specific audit must be completed and the reporting submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

15. Whistleblower Protections for Contractor Employees (48 C.F.R. 3.908)

15.1 The Contractor is hereby given notice that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239, Div. A, Title VIII, § 828) and FAR 3.908 (48 C.F.R. § 3.908).

15.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. § 3.908 of the Federal Acquisition Regulation.

15.3 The Contractor certifies that it will provide the following notice to its employees in the employees' predominant native language.

15.3.1 An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to any of the entities listed in Paragraph 15.3.2 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a

contract) or grant. A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

15.3.2 Entities to Whom Disclosure May be Made. The information described in Paragraph 15.3.1 may be disclosed to the entities described in this paragraph by an employee of the Contractor, subcontractor or grantee.

15.3.2.1 A Member of Congress or a representative of a committee of Congress.

15.3.2.2 An Inspector General.

15.3.2.3 The Government Accountability Office.

15.3.2.4 A Federal employee responsible for contract or grant oversight or management at the relevant agency.

15.3.2.5 An authorized official of the Department of Justice or other law enforcement agency.

15.3.2.6 A court or grand jury.

15.3.2.7 A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.