

## WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

Originating Department:	85 Health
Division/Program: <i>(i.e. Dept. Division and Program)</i>	8530 Community Health / 853020 Healthy Children & Families
Contract or Grant Administrator:	Judy Ziels
Contractor's / Agency Name:	WA State DCYF

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):	22-1174	CFDA#:	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):			
Yes <input type="checkbox"/> No <input type="checkbox"/>				

Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	621210
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			

Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>	If no, include Attachment D Contractor Declaration form.
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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): \$ 355,338.59 This Amendment Amount: \$ Total Amended Amount: \$	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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 contract provides funding for high quality home visiting services to vulnerable families using the NFP Program model for purposes of improving outcomes for participants and strengthening the coordination of services.

Term of Contract:	13 Months	Expiration Date:	07/31/2022
Contract Routing:	1. Prepared by:	JT	Date: 09/09/2021
	2. Attorney signoff:	RB	Date: 09/10/2021
	3. AS Finance reviewed:	M Caldwell	Date: 9/10/21
	4. IT reviewed (if IT related):		Date:
	5. Contractor approved:		Date:
	6. Submitted to Exec.:		Date:
	7. Council approved (if necessary):	AB2021-532	Date:
	8. Executive signed:		Date:
	9. Original to Council:		Date:



**INTERLOCAL AGREEMENT**  
**Home Visiting Services Account: Nurse Family Partnership**

**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") and Whatcom County, a Municipality, doing business as Whatcom County Health Department, (hereinafter referred to as "Contractor"), located at 509 Girard St, Bellingham WA 98225.

**CONTRACTOR BUSINESS ADDRESS**

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

**CONTRACTOR CONTRACT MANAGER**

Judy Ziels  
jziels@co.whatcom.wa.us  
Phone: (360) 778-6130

**DCYF ADDRESS**

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

**DCYF PROGRAM CONTRACT MANAGER**

Ivon Urquilla  
Prevention Services Program Specialist  
ivon.urquilla@dcyf.wa.gov  
Phone: (360) 725-4695

**THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:**

- Health - Healthy Birthweight.

**THE PURPOSE OF THIS CONTRACT** is to provide high quality home visiting services to vulnerable families for the purpose of improving outcomes for participants and strengthening coordination of services.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. CONTRACT MANAGEMENT**

a. Contract Managers

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (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 the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (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.a.
- (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 on page 1.

## 2. EXHIBITS AND ATTACHMENTS

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

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Contract Monitoring, Compliance and Non-Compliance
- Attachment 4 - Data Collection, Reporting and HVSA Aligned Measures

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

The effective date of this contract, shall commence on July 1, 2021 and must be completed on or before July 31, 2022. Performance on this Contract shall not begin before the effective date.

The funding period of this Contract is from July 1, 2021 through June 30, 2022 and all services must be provided by June 30, 2022; however, the end date of this contract is extended to July 31, 2022, to allow time for data to be received and final reports to be completed.

## 5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$355,338.59. 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

- a. 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: Ivon Urquilla  
PO Box 40970  
Olympia WA 98504-0970

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at [home.visiting@dcyf.wa.gov](mailto:home.visiting@dcyf.wa.gov)

- b. 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.

- c. Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the Office of Financial Management (OFM).
- d. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Budget and Financial".
- e. For Statewide Payee Registration: OFM 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://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- f. 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.

**Whatcom County**

**DEPARTMENT OF CHILDREN,  
YOUTH, AND FAMILIES**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PROGRAM APPROVAL

\_\_\_\_\_  
Astrid Newell, Community Health Manager

\_\_\_\_\_  
Date

WHATCOM COUNTY

\_\_\_\_\_  
SATPAL SIDHU  
County Executive

STATE OF WASHINGTON )  
  )  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally  
appeared Satpal Sidhu, 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, Prosecuting Attorney

\_\_\_\_\_  
Date



## Exhibit A - Statement of Work

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#### 1. DEFINITIONS.

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

- a. **“Active Enrollment Caseload”** means those home visiting program participants who are enrolled in the home visiting program, have some enrollment time during the reporting period, and have participated in at least one (1) home visit within 90 days of the end of the reporting period. The home visiting program participant may have entered or exited services within that reporting period.
- b. **“Administrative Supervision”** means supervision provided to staff involving adhering to and implementing agency policy and procedures, paperwork, data collection, report writing, coordinating, monitoring productivity, and evaluating performance.
- c. **“At-Risk Community”** means a community for which indicators of risk are present in greater proportion than in Washington as a whole according to the statewide Home Visiting Needs Assessment.
- d. **“At-Risk Family”** means families residing in at-risk communities and determining the priority populations from which participants are recruited.
- e. **“Benchmarks”** means the federally or state required performance measures that will be measured and reported on through this Contract.
- f. **“Clinical Supervision”** means regular supervision of staff involving program methods and models, fidelity, curriculum, screening tools and procedures, case reviews, goal setting with families, reviewing and evaluating client progress, teaching, and providing guidance and advice.
- g. **“Confidential Information”** means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02. This includes names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social

security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate/license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

- h. **“Continuous Quality Improvement (CQI)”** means a systematic approach to specifying the processes and outcomes of a program or set of practices through regular data collection and the application of changes that may lead to improvements in outcomes, process, and performance.
- i. **“DCYF”** means the Department of Children, Youth and Families.
- j. **“De-identified Data”** means health information that does not identify an individual and that there is no reasonable basis to believe that the information can be used to identify an individual, as specified in 45 C.F.R. § 164.514(e)(1).
- k. **“Deliverable”** means the delivery of home visiting 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.
- l. **“DOH”** means the Department of Health.
- m. **“DSA”** means Data Sharing Agreement.
- n. **“Encounter”** means two-way interactions with families via in-person, email, text or phone call with minimal or no model content.
- o. **“Enhancements or Adaptations to home visiting model”** means adaptations to programs including changes to the model that have not been tested with rigorous impact research but are determined by the Model Developer not to alter the core components related to program impacts.
- p. **“Enrollment”** means a family is considered to be enrolled in a home visiting program as of the date of the first home visit during which the participant voluntarily consents to participate and signs a written participant agreement. All services must be voluntary.
- q. **“Evidence-based Home Visiting Models”** means home visiting models meeting specific evidence standards as outlined and approved by the federal Health Resources and Services Administration’s (HRSA) MIECHV program and selected by local implementing agencies for funding through the HVSA.
- r. **“FERPA”** means “Family Educational Rights and Privacy Act” that protects the privacy of student education records, with regulations found at 34 CFR Part 99.
- s. **“FLO”** means the Penelope data collection system to be used by the national Nurse Family Partnership program.
- t. **“HIPAA Rules”** means the “Health Insurance Portability and Accountability Act Rules” and includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R., Part 160 and Part 164.
- u. **“Home Visit”** means an in-person, virtual, or telephone visit with an enrolled participant meeting model expectations for content and duration.
- v. **“HRSA”** means the United States Department of Health and Human Services: Health Resources and Services Administration.
- w. **“HV”** means home visiting.
- x. **“HVSA”** means the Home Visiting Services Account established in RCW 43.215.130.

- y. **“HVSA Aligned Measures”** means those performance measures described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* of this Contract.
- z. **“Implementation HUB”** means the central administration of Implementation Science-informed supports, training, coaching, and technical assistance for home visiting services in Washington State as provided by Start Early. “Implementation Hub” is also known as ‘The HUB.’
- aa. **“Implementation Science” (IS)** means, a framework to promote the full and effective use of evidence- based programs and evidence-informed innovations so that outcomes shown in research are achieved and sustained.
- bb. **“Local Implementing Agency (LIA)”** means local agency funded through the HVSA contract that provides direct home visiting services and tasked with establishing the local infrastructure necessary for successful implementation and provision of the selected evidence-based HV research based or promising practices home visiting models.
- cc. **“Maximum Service Capacity”** means the highest number of families or households that could potentially be enrolled in the Contractor’s home visiting program at any point in time if the program were operating with a full staff, as described in Section 4.a., and at full enrollment, as set forth in Section 6.c.
- dd. **“Memorandum of Understanding (MOU)”** means an agreement, between Contractor and partners, organizations, individuals, agencies and/or other entities in the local service area to provide wraparound services, additional resources, in-kind services, and/or use of facilities to Contractor in order to best meet the goals of the Local HVSA Program. MOUs will serve to leverage community resources and address the existing service gaps and needs of participants and promote successful implementation and operation of the Local HVSA Program.
- ee. **“Model Developer”** means an entity or its designee responsible for the development of an identified evidence-based HV model for defining and monitoring fidelity to the model.
- ff. **“NFP”** means the Nurse-Family Partnership home visiting model. Nurse-Family Partnership (NFP), considered an evidence-based model for the purposes of this contract. Nurse Family Partnership National Service Office, [www.nursefamilypartnership.org](http://www.nursefamilypartnership.org).
- gg. **“PSRS”** means the Prevention Services Reporting System, an online electronic reporting system managed by the Department of Children, Youth, and Families for contractor submission of deliverables.
- hh. **“Priority Populations”** means the populations from which clients who receiving home visiting services through this Contract are recruited, defined in Section 5.c of this Contract.
- ii. **“Reflective Supervision (RS)”** means a distinctive form of competency-based professional development provided to multidisciplinary early childhood home visitors that emphasizes relationship development between home visitor and supervisor, between home visitor and parent, and between parent and infant/toddler. Reflective supervision attends to the emotional content of the work and how reactions to the content affect the work.
- jj. **“Service Area”** means the geographical area defined by geographic boundaries where the priority populations reside or where a specific group of eligible participants will be served by Contractor.
- kk. **“Start Early”** means the private partner to be responsible for supporting the HVSA account by providing TTA through the implementation Hub to LIAs as described in RCW 43.216.130.
- ll. **“State Model Lead”** means the HV program model representative that provides contractors with HV services, supports and TTA in coordination with the Implementation HUB.
- mm. **“TANF”** means Temporary Assistance for Needy Families administered through the Department of Social and Health Services (DSHS).



- nn. **“TTA”** means Training and Technical Assistance and may include coaching and consultation activities.
- oo. **“WorkFirst”** means the program for TANF families who are required to participate in certain work-related activities.

**2. Background**

- a. The Home Visiting Service Account (HVSA) is a legislatively mandated private- public partnership (RCW 43.216.130) that funds high quality home visiting programs so that:
  - (1) Children are healthier and better prepared for school
  - (2) Parent-child bonds are stronger
  - (3) Abuse and neglect are less likely
- b. The HVSA prioritizes funding towards meeting the needs of Washington’s diverse populations, particularly those families and communities demonstrating the highest needs.
- c. Ultimately, the HVSA is working to ensure that home visiting services are embedded in and contribute towards comprehensive, high quality early childhood systems so that families have access to high quality information, services and supports prenatally through Kindergarten entry.
- d. Programs funded through the HVSA and administered by DCYF aim to improve the health and well-being of at-risk families understanding there are windows of opportunity to influence family and child development that occur in the context of community and society. Contractor shall implement the HVSA-approved home visiting model with the intent of improving outcomes for participants and strengthening coordination of services.
- e. Washington’s home visiting programming is impacted by a wide range of contextual factors and circumstances. During state FY 2021, exceptional circumstances created by the COVID 19 pandemic resulted in modification of service components and delay of others. In light of these circumstances that will continue indefinitely into the SFY 2022 contract term, this contract allows for minor shifts in contract terms that are aligned with program model expectations and the goals set forth in section 2.a. Such shifts must be approved in writing by DCYF.

**3. Model Fidelity**

- a. The Contractor shall maintain fidelity to the NFP program model as defined as ongoing adherence to specified criteria and components described by the NFP Model Developer. For home visiting programs that are not evidence based, the promising practices Contractor will work with a DCYF-authorized provider of technical assistance to adhere to model fidelity indicators established in prior contracts throughout the term of this contract.
  - (1) National Model Standing: Contractor will ensure adherence to NFP program model standards for the duration of this contract, as indicated through a written letter with certification of good standing status and/or active, ready to implement status from the NFP national organization for evidenced based programs. The letter shall be delivered to DCYF with the Quarter 2 Progress Report.
  - (2) Contractor must obtain prior written approval by the model developer and DCYF before implementing enhancements or adaptations to the home visiting model.

**4. Staffing, Supervision and Training**

- a. Staffing Level:  
Contractor shall maintain staffing levels sufficient to comply with the home visiting program model to meet required goals and objectives through adherence to the staffing plan outlined as follows:

5.

Staffing Plan by Position Type	c.	f.
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	i502 State Funds	HVSA Total
Home Visitor FTE Total	1.80	1.80
HV Supervisors FTE Total -- <i>time delivering home visiting services, if applicable</i>	.30	.30
Supervisor FTE Total -- <i>time dedicated to supervision</i>		
Admin Support Staff FTE Total		
Data Support Staff FTE Total		
Management Staff FTE Total		
Additional Direct Service Staff FTE Total		

- a. Home Visiting Supervisor and Home Visitor Qualifications:  
Contractor shall comply with the NFP home visitor supervisor and staffing qualification requirements throughout the term of this contract. If there are no model requirements, the Contractor shall work with the DCYF-authorized provider of technical assistance, Start Early WA, to establish qualifications. The definitions shall be included with the model fidelity letter submitted by the Contractor as described in Section 3.a. The Contractor shall adhere to these definitions of home visitor supervisor and staffing qualifications throughout the entire term of this contract.
- b. Sub-Contracting: With prior approval from DCYF, Contractor may hire directly or subcontract with clinical staff, other support staff, or consultants to provide topic-specific expertise or clinical support to home visiting staff. If Contractor hires clinical staff or contracts out for other support services, Contractor will be required to adhere to model requirements and provide periodic updates on the activities carried out by the clinical staff, consultant, and/or subcontract.
- c. Background Checks:  
The Contractor shall conduct reference and background checks on home visiting staff prior to allowing home visiting staff to perform work pursuant to this contract. Reference and background check information for each employee shall be retained in the employee's personnel files.
- d. Supervision of Home Visitors:  
Contractor shall comply with the supervision requirements of NFP program model as follows:
  - (1) Supervision Ratios: Contractor shall comply with program model requirements for the ratio of supervisors to home visitors throughout the term of this contract. If no model requirements exist, Contractor shall comply with requirements established with the DCYF-authorized technical assistance provider throughout the term of this contract.
  - (2) Supervision Schedule Hours: Contractor shall comply with the following supervision schedule:
    - (a) A minimum of two (2) hours per month of individual reflective supervision for each home visitor working .5 FTE or more; and
    - (b) A minimum of one (1) hour per month of group supervision, case conferencing, or staff meetings for all home visitors;
    - (c) A minimum of one (1) hour per month for each home visitor working 0.5 FTE of administrative and clinical supervision;
    - (d) The parties may agree in writing to an alternative supervision schedule.
- e. Staff Training and Ongoing Professional Development:
  - (1) The Contractor shall require that all home visitor and supervisor staff adhere to the training requirements, professional development, and continuing education requirements established by the model developer and DCYF. Training requirements for home visitors, supervisors, and home visiting coordinators shall include, but not be limited to the following:
    - (a) New and ongoing model training,

- (b) Ongoing professional development and continuing education required by the NFP model,
  - (c) Training required by the DCYF on data collection methods, Continuous Quality Improvement, and other topics, which may include the NEAR@Home Toolkit, Facilitating Attuned Interactions, Intimate Partner Violence, Healthy Families Parenting Inventory, Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO), and other topics to be determined.
- (2) Upon request, the Contractor shall deliver to DCYF documentation pertaining to all staff training, professional development, and continuing education described in this Section.
- f. **HVSA Orientations, Webinars and Meetings:**  
Contractor shall attend and participate in statewide HVSA All Program Meetings conducted in Washington State. Required attendance shall include, at a minimum, the Contractor's lead staff persons or the home visiting program manager. Attendance at the HVSA Statewide meetings shall include, but not be limited to, the following:
  - (1) The bi-monthly DCYF Webinars to occur on dates to be determined.
  - (2) At least two (2) full-day Semi-Annual Statewide Meetings, at least one to be held remotely and one to be held in Washington State in the greater Seattle/Tacoma area on dates to be determined;
  - (3) At least three (3) NFP Supervisor Meetings in locations and on dates to be determined;
- g. **Staff Retention Practices:**  
To ensure continuity of high quality service delivery, the Contractor shall develop and implement policies and practices to recruit and retain qualified staff in the home visitor and supervisor positions.
- h. **Staffing Vacancy Plans:**  
To avoid service disruption in the event of a short- or long-term staffing vacancy, the Contractor shall establish and implement vacancy plans to fill vacant home visitor and supervisor positions to ensure continuity of home visiting services, minimal client turnover, and adequate supervision.

## 6. Service Area and Recruitment of Priority Populations

- a. **Service Area:**  
Contractor agrees to deliver home visiting services to priority populations, defined in Section 5.d who reside in the following counties or sub-county areas:
  - (1) **Whatcom County**
- b. **Age of Service**  
Findings in brain science research confirms the importance of supporting families and caregivers during the first years in a child's life. The Contractor shall prioritize enrollment for prenatal families, and families with infants and toddlers, up to 36 months.
- c. **Priority Populations:**  
Contractor shall sustain internal practices to serve, from among the HVSA Priority Populations. Priority Populations are defined as eligible participants with two or more of the following characteristics:
  - (1) **Demographic Characteristics:**
    - (a) American Indian/Alaskan Native
    - (b) Poverty/Low Income
    - (c) Teen Parents
    - (d) Non-English Speaking or Recent Immigrant
    - (e) Enrolled in WorkFirst/TANF

- (2) Adverse Experiences
  - (a) Prior Child Welfare System Involvement
  - (b) Intimate Partner Violence
  - (c) Familial History or current experience with Substance Use, including Tobacco
  - (d) Caregiver Mental Illness
  - (e) Current and Previously Incarcerated Parents
  - (f) Homeless/Unstable Housing
- (3) Other Characteristics
  - (a) Caregivers with Low Educational Attainment
  - (b) Caregivers with Developmental Delays or Disabilities
  - (c) Caregiver currently or formerly in the Military
  - (d) Children with Developmental Delays or Disabilities, especially those not linked with early intervention services

d. The Contractor shall prioritize enrollment for participants from the following population groups:

**(1) At least 12 families from the Lummi Tribal Nation**

e. Outreach Efforts:

- (1) The Contractor shall create and implement an outreach plan to reach families to be served from among the priority populations.
- (2) The Contractor shall document outreach efforts and referral sources for potential and enrolled participant including those who decline services.
- (3) The Contractor shall record outreach and referral sources in the FLO data system.
- (4) Contractor shall assess the degree to which outreach efforts are successful in reaching target populations.
- (5) Contractor shall provide to DCYF in its quarterly reports description of barriers to reaching the intended populations. Any proposals to adapt the priority population shall be supported by community data and approved by DCYF.

**7. Participant Enrollment, Retention, and Caseload Maintenance**

- a. Plan for Recruitment of Participants: Contractor shall document and implement a comprehensive plan for participant recruitment, engagement, and retention aligned with the NFP program model to ensure ongoing enrollment of priority populations as described in Section 5.
- b. Voluntary Services: The Contractor shall implement program policies and procedures to ensure home visiting services are provided to program participants on a voluntary basis. For every participant enrolled, Contractor must obtain consent to participate indicating that expectant parents, parents, or caregivers agree to voluntarily enroll in Contractor's home visiting services. Consent forms or participant agreements must explicitly state that home visiting services are voluntary, and the consent must be agreed upon with electronic or paper format including the date by the participant upon enrollment. Consent must be maintained in the participant file in paper or electronic form. Consent agreement should be written in plain language and be available in multiple languages. When potential participants have barriers with literacy, the consent should be explained in the participant's primary language, which may require interpretation. When interpretation is utilized, signatures should be obtained on the consent form from the interpreter. Sample consent form(s) are available at on the home visiting page of the DCYF web site.
- c. Active Caseload Threshold: Contractor shall build and maintain an active participant caseload in accordance with NFP model requirements. Throughout the entire term of this contract, Contractor shall aim to serve an active Maximum Service Capacity of **52** families and maintain a minimum Active Enrollment Caseload of 85% of those families, or **44** families.

- (1) Contractor's Minimum Active Enrollment Caseload will be calculated each quarter using the number of families actively enrolled during the quarter divided by the total number of Maximum Service Capacity.
  - (2) DCYF will initiate the improvement process outlined in the Attachment entitled *Contract Monitoring, Compliance and Non-Compliance* if the Contractor's Active Enrollment Caseload falls below 85% of the Maximum Service Capacity.
- d. Policies and Procedures for Participant Enrollment, Disenrollment, Re-Enrollment, and Transfer: Contractor shall develop, maintain, and implement written policies and procedures that are consistent with and in alignment with NFP model fidelity. The written policies and procedures shall include, but not be limited to, the following:
- (1) Enrollment and Disenrollment: A description of the timeline and process for dis-enrolling families upon graduation as well as what measures are taken and the timeline when contact with a family is lost. If the program model allows for an alternative visit schedule, the Contractor must have documented procedures for how alternative visit schedules are determined and approved.
  - (2) Re-enrollment: A description of the process for responding to families who reapply for program participation to allow for re-enrollment in the program. Procedures should include an assessment of prior home visiting program participation, and upon re-enrolling, programs will have a system for determining if/how re-enrollment impacts timelines for program curriculum, assessment, and services as well as how families are re-oriented to the home visiting program. Programs should allow for re-enrolling families when eligible by model and when appropriate.
  - (3) Avoiding Dual Enrollment: A description of the processes to assess a family's prior and current participation in home visiting services upon application for enrollment. If a family is currently enrolled in an another HVSA funded program or model, in dialogue with the family, the Contractor's staff shall determine which program is most appropriate to meet the family's circumstances and the family will remain in the previous program or be seamlessly transitioned into the new program. It is the intent of the parties that if the family is meeting participation expectations in the originally enrolled program, enrollment should be maintained in the original program. When there is a clinical need or planned service transition for dual enrollment, Contractor will document this need in the client file and the plan for coordination of services. Contractor will develop and implement policies and procedures to seamlessly transfer enrolled families to alternate home visiting models if it best meets the interests and needs of the family and considers risks to disrupting an existing positive relationship between home visitor and family. When there are multiple HVSA funded contracted programs or models in the same service area, it is recommended that the Contractor develop a formal agreement with each program, such as a Memorandum of Understanding, to describe how the organizations will coordinate recruitment and enrollment of home visiting services.

## 8. Home Visits Frequency and Content

- a. Frequency of Home Visits: The number of home visits delivered to family participants shall be based on the NFP program model requirements. If there are no model requirements, the Contractor shall develop with Start Early a definition of "frequency". The Contractor shall provide DCYF a written definition of "frequency" after such definition has been developed. The definition shall be included with the materials submitted as part of the model fidelity letter submitted by the Contractor as described in Section 3.a.
  - (1) The Contractor shall adhere to the NFP model expected dosage, as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
- b. Assessments, Service Content, and Referrals: The Contractor shall administer individualized assessments of participant families, and offer services in accordance with those assessments, family strengths and needs, and in compliance with the NFP model requirements.
  - (1) Screenings: The Contractor shall administer screenings with the frequency consistent with fidelity to the NFP program model requirements, the HVSA Aligned Measures.

- (2) Referrals: The Contractor shall refer participants to services needed as identified by individual assessments and document referrals and results of referrals in the participants' files.
- c. During extenuating circumstances (e.g. the COVID-19 pandemic), specific frequency, content, assessment, and other model-required components of home visits may be modified per guidance from the program model developer and DCYF.

## 9. Systems Connections

- a. Local Engagement and Collective Impact: The Contractor shall participate in local and early learning regional coalitions (such as ELRCs) and other initiatives to support, coordinate and build connections among local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services and Community Prevention and Wellness Initiative. DCYF recommends Contractor develop Memoranda of Understanding with the Early Supports for Infants and Toddlers (ESIT) program, early intervention service providers, Early Childhood Education and Assistance Program, child welfare services, other non-HVSA home visiting programs and early learning providers within the service area. The intended purpose of the MOUs is to describe the role of each partner in service coordination, referrals, information sharing, and family transitions.

## 10. Data Collection and Evaluation Requirements

- a. **Evaluation Purpose and Overview:** The parties understand and agree that the HVSA data collection and evaluation requirements are designed to (1) inform the various stakeholders of home visiting in Washington State, (2) provide an understanding for how home visiting programs are working in Washington, and (3) describe how home visiting programs contribute to an early learning system that ensures all children start life with a solid foundation for success. The HVSA also reports to federal, state, and private funders the impacts of their investments.
  - (1) While DCYF is the administrator of the HVSA, DCYF contracts with the Department of Health (DOH) to lead data collection, management, data sharing, quality assurance, reporting to support program quality and continuous quality improvement and overall HVSA evaluation efforts. DOH is the DCYF-specified contractor for data management and reporting.
- b. Data Collection: The Contractor shall collect data from all families, adults, and children enrolled in the home visiting program as described in this Section (Section 9). Such data collection shall comply with requirements set forth by the NFP model, DCYF and the HVSA as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* and outlined below:
  - (1) Performance Measures, defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*:
    - (a) System and Program Performance Indicators;
    - (b) Enrollment and Service Utilization;
    - (c) Demographic Information; and
    - (d) Performance Payment Measures.
  - (2) Upon notification by DCYF, compliance with any changes in data collection expectations as required of DCYF from federal or state funding sources.
- c. Data Management: The Contractor shall collect and input the home visiting data described in this Section 9 into the NFP FLO data collection system. The data shall be stored, maintained, and protected as described in Exhibit C General Terms and Conditions of this Contract.
- d. Data Accuracy: The Contractor shall ensure that data collected represent accurately the experience of the home visiting participants, including the required screenings and assessments administered as designed. This includes assigning all clients a funding code as designated by DOH (see Section 9.f for data sharing requirements).

- e. **Timely Data Collection:** The Contractor shall comply with data collection timelines and the Performance Measures requirements described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Data shall be entered into the NFP data collection system within five (5) business days of data collection.
- f. **Data Sharing:** The Contractor must share with DCYF 's contractor of record, DOH, the data necessary to meet data collection requirements specified in Section 9.b. and described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
  - (1) **Data Sharing Agreement (DSA):**  
The Contractor shall maintain an executed data sharing agreement with DOH to share confidential information, outreach, referral, enrollment, service utilization, program performance and staffing data as described in Section 9.b. to be effective throughout the term of the contract. The Contractor shall maintain documentation of execution of the data sharing agreement with DOH and submit written notice to the NFP NSO authorizing the release of data to DOH in coordination with the NSO; the Contractor shall submit a copy of the notice to DCYF.
  - (2) **Parental Consent:** With consultation and support from DCYF and DOH, the Contractor will make every effort to seek Parental Consent to share Confidential Information with DOH throughout the entire term of the Contract; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Required language to be used in consent agreement(s) are available on the Home Visiting page at [DCYF.wa.gov](http://DCYF.wa.gov).
    - (a) Participants who do not provide consent to share confidential information remain eligible to receive home visiting services.
    - (b) The Contractor shall share with DOH the consent status according to the process outlined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures* no less than monthly via Secure File Transfer (SFT).
- g. **Quality Assurance:** The Contractor shall ensure that data provided to DOH is complete and accurate.
  - (1) The Contractor shall respond within 10 business days of any request from DOH to resolve any errors or missing information for all data required in section 9.b.
  - (2) The Contractor shall strive for less than five percent missing data of all data required in Section 9.b.
  - (3) The Contractor shall review Dashboards, Quality Assurance Reports, and other data reports prepared by DOH to facilitate reflection, quality assurance and program improvement efforts.
- h. **Evaluation:** The Contractor shall participate in and cooperate with HVSA, DCYF and DCYF-specified evaluations. This shall include responding to emerging and non-routine data and evaluation requests from HVSA funders and working with DCYF specified contractors. Evaluation activities shall include, but are not limited to, the following:
  - (1) Interviews, focus groups, observations and surveys;
  - (2) Planning for Performance Based Contracting;
  - (3) Other DCYF or funded evaluation efforts.
  - (4) Completion of all documentation required by the research projects within the timeframes presented.
- i. **Training and Technical Assistance on Data Collection and Evaluation:** The Contractor shall participate in and cooperate with training and technical assistance related to the topics listed below. Such participation shall include in-person and remote meetings, staff training, technical assistance opportunities, and reviews of data, reports and organizational policies and procedures. DOH may support the Contractor in working towards and achieving contract expectations on topics including, but not limited to, the following:
  - (1) Data collection;

- (2) Data sharing;
- (3) Reporting process;
- (4) Analysis and interpretation of data;
- (5) Quality assurance.

## 11. Continuous Quality Improvement (CQI)

- a. **Purpose and Framework:** The purpose of Continuous Quality Improvement (CQI) is to promote learning, creativity and innovation in order to strengthen practice and improve outcomes for families engaged in home visiting services. CQI activities will be designed around home visiting teams' practices, to utilize program data, and to improve the program's quality and outcomes over time. CQI is prospective and inherently encourages testing new strategies that may not always produce desired results. Integrating CQI into regular practice may require the Contractor to assess overall organizational culture for quality. DCYF will not monitor the Contractor for CQI outcomes but rather for progress on implementing the CQI Activities as outlined in this Section 10.
- b. **Training and Technical Assistance:** The Contractor shall participate in ongoing training and technical assistance associated with CQI. DCYF-specified contractors providing this training and technical assistance include Start Early and DOH who will also support the Contractor with data collection and measurement, quality improvement methodologies, implementing PDSA (Plan Do Study Act) cycles, topic specific CQI tools and resources, and the CQI Toolkit.
- c. **CQI Structure:** The Contractor shall implement the following CQI Structure during the entire contract term:
  - (1) Focus CQI activities on one of the following topics:
    - (a) Caregiver Mental Health;
    - (b) Family Engagement and Retention; or
    - (c) Or other topic areas approved by DCYF
  - (2) Establish an internal CQI staff team to oversee, support, and implement CQI activities to assess program processes and outcomes; the CQI Team members are expected to participate in regular CQI team meetings, CQI webinars, and CQI project activities.
- d. **CQI Activities:** The Contractor shall participate in the following CQI Activities throughout the contract term:
  - (1) Participate in monthly CQI calls/webinars to share information and learn from peers. The aim is to sustain collaboration and peer support related to improving practice and program implementation;
  - (2) Conduct rapid cycle PDSA tests and ramps, at least monthly, to test, adapt, and implement changes in their local settings;
  - (3) Track data relevant to PDSA tests and CQI activities and reflect on that data;
  - (4) Report on CQI Progress to DCYF through existing deliverables - Monthly Enrollment Reports and Quarterly Progress Reports; DCYF will share these with Start Early WA and DOH for review and feedback to the Contractor;
    - (a) As part of ongoing quarterly progress reports, the contractor will share details about their monthly PDSA testing, data collected, reflections, and any adaptations.
    - (b) Contractors experiencing Minimum Active Enrollment Caseload below 85% of the Maximum Service Capacity, as defined in Section 6 (c) of this statement of work, will report monthly via the Monthly Enrollment Report on CQI activities, including PDSA tests, data and reflections, to address understanding and improving their Active Enrollment Caseload.
  - (5) Create a plan for sustaining gains made through CQI activities.



## 12. Technical Assistance

- a. Technical Assistance (TA) is available to the Contractor to assist in maintaining model fidelity, implementing best practices, and assuring improving quality of home visiting service delivery. DCYF contracts with Start Early WA to provide technical assistance for the HVSA. The Contractor shall work with DCYF 's designated technical assistance provider for support in achieving contract milestones including, but not limited to, the following areas:
  - (1) Program model fidelity as described by the NFP model developer and Section 3 of this Statement of Work;
  - (2) Staff qualifications, and selection and onboarding of home visitors and supervisors;
  - (3) Reflective supervision process;
  - (4) Staff retention and vacancy planning;
  - (5) Participant outreach, recruitment, enrollment and retention;
  - (6) Model specific service delivery and case planning;
  - (7) Leadership development and organizational support for home visiting model; and
  - (8) CQI planning, implementation and analysis.
- b. Technical Assistance Plan: The Contractor shall work with the DCYF-specified contractor for technical assistance to complete a Self-Reflection Tool and develop a Technical Assistance Plan within the first three months of this Contract.
  - (1) Technical Assistance and Coaching: The Contractor shall work with the DCYF-specified contractor for technical assistance to implement the Technical Assistance Plan throughout the duration of this Contract.
  - (2) The Contractor shall participate in monthly Technical Assistance support and a minimum of one (1) technical assistance visit led by the DCYF-specified contractor for technical assistance during the contract term, with more upon request from the Contractor.

## 13. Budget and Financial

- a. Program-Funding Specific Budget: The Contractor understands and agrees that funds provided under this Contract, with the exception of Performance Payment Awards described in Section 12.f. below, shall be expended by June 30, 2022 as specifically itemized line by line in Exhibit B Budget.
  - (1) Any requests for shifts between categories (pay points of the budget) within a funding source must receive prior written approval from DCYF; transfers across expense categories (pay points of the budget) in excess of 10% of the total for each funding source will not be made without prior written approval from DCYF and may require a contract amendment.
  - (2) No shifts may occur across funding sources.
- b. Financial Management: The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. Written policies and procedures include, but are not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes. The Contractor shall make such policies and procedures available to DCYF upon request.
- c. Supplantation: The Contractor shall ensure that HVSA funds received under this contract will be used to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.
- d. Travel: The Contractor shall receive compensation only for lodging, per diem, and meal 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 may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued

identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, an exception may be made only when pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), documented, and available for review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration, and conferencing. Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.

- (1) Additional training or other professional development opportunities may be presented throughout the term of this contract. DCYF at its sole discretion may pay for these costs directly.
- e. Indirect Costs: The Contractor may claim the indirect rate based on one of three options: the rate negotiated with its cognizant federal agency, also known as the federally approved cost allocation plan; the rate negotiated with DCYF, not to exceed the federally approved cost allocation plan; or the rate calculated at 10% of modified total direct costs.
- (1) If claiming the federally negotiated rate, the Contractor must supply, preferably via email, the documentation verifying the federally approved rate. The Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
  - (2) The Contractor's indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [Electronic Code of Federal Regulations](#).
- f. Performance Payment Awards: During the term of this contract, the Contractor will be eligible to receive an additional monetary award, based on available funding and achievement of any combination of the following the Performance Milestones described in this Section 12.f.
- (1) DCYF will review data provided by the Contractor and DOH to confirm achievement of the milestones described in this Section prior to issuance of any Performance Payment Award.
  - (2) Quarterly Home Visiting Enrollment Performance Milestone:  
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following milestone:
    - (a) The Contractor maintains an average Active Enrollment Caseload of 90% or greater of their Maximum Service Capacity during the quarter, as measured by the average of the number of families actively enrolled on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families as defined in Section 6.c.).
      - i. The calculation of Active Enrollment Caseload for this performance award will be limited to the number of prenatal families and families with enrolled children up to 60 months of age.
      - ii. DCYF may award the greater of \$250 or 0.125% of the contractor's budget, excluding performance payments, for each quarter where the contractor meets or exceeds the 90% milestone.
  - (3) Family Retention Performance Milestone:  
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following one or both milestones:
    - (a) Twelve-month Family Retention Performance Milestone:  
The Contractor's 12-month participant engagement performance, as defined by the number of participants engaged in the program for 12 months after enrollment.

- i. DCYF may award \$40 for each participant who has not exited and remains engaged in the program for 12 months after enrollment, as indicated by receiving a home visit, on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
    - ii. DCYF may award an additional \$30 for each participant who meets the 12-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
  - (b) Eighteen-month Family Retention Performance Milestone:  
The Contractor's 18-month participant engagement performance, as defined by the number of participants engaged in the program for 18 months after enrollment.
    - i. DCYF may award \$30 for each participant who has not exited and remains engaged in the program for 18 months after enrollment, as indicated by receiving a home visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date, as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
    - ii. DCYF may award an additional \$20 for each participant who meets the 18-month retention milestone above and reports at least two of the demographic characteristics related to early exits as described in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
  - (c) For either the 12-month or 18-month retention milestones, if participant data is missing for the demographic characteristics related to early exits, the performance payment will be calculated assuming the participant has no characteristics related to early exits.
  - (d) For either the 12-month or 18-month retention milestones, if the anniversary home visit occurs after June 30, the milestone will be calculated and awarded in the subsequent fiscal year.
- (4) Depression Screening and Follow-up Performance Milestones:  
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of either one or both of the following milestones:
  - (a) Depression Screening Performance Milestone:  
The Contractor's performance on HVSA Depression Screening Performance Measure defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*. Contractor completion of a depression screening for a participating primary caregiver using an approved, validated tool within 3 months postpartum (if enrolled prenatally) or 3 months after enrollment (if enrolled postnatally).
    - i. DCYF may award \$30 for each screening using the above criteria, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$30 for the contract year.
  - (b) Follow-Up to Positive Depression Screening Performance Milestone:  
The Contractor's performance on follow-up to Caregiver Depression Screening: Contractor follow-up with a referral to or connection with appropriate services for a participating primary caregiver who screened positive for depression.
    - i. DCYF may award the Contractor \$50 for each participant who received follow-up as defined above, capped at 35% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year.
- (5) Healthy Birthweight Outcome Performance Milestone:  
DCYF will award the Contractor a Performance Payment Award upon the fulfillment of the following outcome milestone:

- (a) The Contractor's performance on healthy birthweight outcomes during the contract year, as indicated by the number of participants who give birth to an infant of healthy birthweight during the contract year as defined in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
    - i. DCYF may award \$50 for each participant who gives birth to an infant of healthy birthweight using the definition in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*, capped at 100% of the contractors' Maximum Service Capacity multiplied by \$50 for the contract year,
1. The award will not be paid for participants if the following data are not available or incomplete: date of birth of the child, or child's birthweight.
- ii. DCYF may award an additional \$50 for each participant who gives birth to an infant of healthy birthweight during the contract year and with at least one HBW Criteria for Additional Support using the definition in the Attachment entitled *Data Collection, Reporting and HVSA Aligned Measures*.
1. If a participant's data is missing for the HBW Criteria for Additional Support, the birthweight will be recorded as having no HBW Criteria for Additional Support when calculating the award payment.
- (6) Invoicing for Performance Awards:  
After assessment and approval from DCYF, the Contractor may invoice for payment annually for all performance milestones, defined in section 12.f.(2), 12.f.(3), 12.f.(4), and 12.f.(5): performance in Quarters 1 through 4 to be invoiced following Quarter 4. Invoice timing may be more often, subject to availability of performance data.
  - (7) Contractor must use the funds received from these Performance Payment Awards towards advancing the goals of the home visiting program in this Contract.
- g. Financial Reporting and Documentation:
- (1) The Contractor shall submit at least monthly, but not more often than semi-monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period:
    - (a) Monthly or Semi-monthly Expense Summary by fund source (e.g. State Gen Fund, State i502) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
    - (b) Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. State Gen Fund, State i502) describing reimbursed hours for each staff person paid under the contract for that period; and
    - (c) Documentation supporting all single expenses exceeding \$5,000 by fund source (e.g. State Gen Fund, State i502).
  - (2) Payment shall be based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget.
  - (3) In-Depth Financial Review: DCYF will conduct an annual in-depth financial review of the Contractor's expenditures charged to the Contract. In preparation for the Annual Site Visit, the Contractor shall provide to DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DCYF may request additional data and documentation.
    - (a) Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
    - (b) General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;

- (c) Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
- (d) Chart of Accounts;
- (e) Written policies and procedures to include, but not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes;
- (f) Other detailed supporting financial documentation upon request to include, but not limited to: signed/dated employee timesheets, itemized receipts, purchase and travel preapprovals, event agendas and registrations/sign-in sheets, and any additional major expense documentation-to be further defined by DCYF.

**14. Publicity, Publication and Acknowledgements**

- a. DCYF may include information on this Contract in their periodic public reports and may make information about this Contract public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Contract or the HVSA. DCYF must comply with Washington State public disclosure law (Chapter 42.56 RCW) and with regulations set forth in HIPAA and FERPA.
  - (1) If the Contractor wishes to issue a press release or public report announcing this Contract, or otherwise use DCYF 's name or logo for purposes related to this Contract, the Contractor shall contact the DCYF Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain prior approval.
  - (2) For all press releases or public reports approved by DCYF, the Contractor shall include the name and logo of DCYF and that the project is funded by the State of Washington, Washington Department of Children Youth and Families and Home Visiting Services Account.

**15. Contract Reporting, Monitoring, and Deliverables**

- a. Any mention of quarters one through four referenced in this document are defined as:
  - (1) Quarter 1 – July 1, 2021 to September 30, 2021
  - (2) Quarter 2 – October 1, 2021 to December 31, 2021
  - (3) Quarter 3 – January 1, 2022 to March 31, 2022
  - (4) Quarter 4 – April 1, 2022 to June 30, 2022
- b. Reporting: The Contractor shall submit program and expense reports, as well as perform all other requirements outlined in this Statement of Work, on or before the dates indicated in Section 14.d. and the Reference Document titled Timeline for Reporting and Submission of Deliverables. Due dates may be adjusted at the discretion and approval of the DCYF Contract Manager to accommodate the variable reporting structures associated with federal funding requirements. DCYF reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to DCYF with respect to the Contract.
  - (1) Contractor must create and maintain at least one active user account in the Prevention Services Reporting System (PSRS) and use that system to submit monthly enrollment reports and other deliverables when available. Information submitted into the PSRS may be shared with DOH and Start Early.
  - (2) While funding for this Contract encompasses expenditures from July 1, 2021 through June 30, 2022, deliverables describing services rendered in the months of the Contract term will be due no later than July 31, 2022 and will be submitted at no additional cost to DCYF.
- c. Monitoring: As described in the Attachment of this Contract entitled *Contract Monitoring, Compliance and Non-Compliance*, DCYF will monitor compliance with contract requirements,

model standing, progress toward completion of deliverables, enrollment performance, and financial activity through review of submitted reports, meetings, phone calls and other communication with the Contractor.

- (1) 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. DCYF will work with Contractor to determine a mutually acceptable date.
- (2) Monitoring activities may include, but not be limited to: monthly monitoring calls and on-site or virtual visits to review records, observe implementation of services, or follow up on compliance issues.
- (3) If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in the attachment entitled *Contract Monitoring, Compliance and Non-Compliance*. Any program with prior compliance or improvement issues, including Implementation Improvement Status and Implementation Improvement Plans, shall continue until resolved and approved by DCYF.

d. Summary of Deliverables and Timelines

- (1) Monthly Enrollment Data Reports: The Contractor shall submit Monthly Enrollment Data Reports no later than the 20<sup>th</sup> day following the month of service submitted using the template in the PSRS.
- (2) Invoices: As described in Section 12.h., the Contractor shall submit A-19 invoices for expenditures accompanied by the financial documentation.
- (3) Quarterly Progress Reports: The Contractor shall submit four (4) Quarterly Progress Reports using the template in the PSRS. The Contractor shall submit this report each quarter into the PSRS no later than the 20<sup>th</sup> day following the quarter of service.
- (4) Self-Reflection Tool: The Contractor shall submit the Self-Reflection Tool described in Section 11 no later than July 20, 2021 using the template provided by Start Early WA.
- (5) Annual Pre-Contract Questionnaire: The Contractor shall complete and submit the FY23 HVSA Pre-Contract Questionnaire and FY23 Proposed Budget on a date to be determined in May 2022 using the template to be provided by DCYF.

e. Timeline of Reports and Submissions: The Reference Document titled Timeline for Reporting and Submission of Deliverables show the reporting and submissions timeline for deliverables presented in this Statement of Work according to the month of submission.

- (1) Some expectations associated with this Contract, including attendance at the HVSA Semi-Annual Statewide Meetings and Supervisor Meetings are not included in this table as the dates of these events will be determined after contract execution.
- (2) If due dates occur on a weekend or holiday, the Contractor shall submit the report before 8am of the following business day.



## Exhibit B - Budget Report

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 2022 (July 1 2021 - June 30 2022):

Payment Point	Budget	Limit	Note
1. i502- Personnel	\$263,785.66		
2. i502- Goods and Services	\$0.00		
3. i502- Travel	\$0.00		
4. i502- Contracted/Professional Services	\$0.00		
5. i502- Administrative/Indirect Charges	\$67,740.16		
6. GSF- Personnel	\$0.00		
7. GSF- Goods and Services	\$9,860.65		
8. GSF- Travel	\$690.41		
9. GSF- Contracted/Professional Services	\$1,500.00		
10. GSF- Administrative/Indirect Charges	\$3,094.71		
11. HVSA- Performance Pay	\$8,667.00		
<b>Total:</b>	<b>\$355,338.59</b>		
<b>Contract Maximum:</b>	<b>\$355,338.59</b>		
<b>Contract Funding Source(s)</b>			
State Funds	\$355,338.59		



## Exhibit C - Deliverables Report

### State Fiscal Year 2022 (July 1 2021 - June 30 2022):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Updated Statement of Confidentiality and Non-Disclosure <i>Updated Statement of Confidentiality and Non-Disclosure must be submitted for any new employees, agents, or subcontractors with access to confidential or personal information relating to this contract.</i>	Jul 30, 2021
2.01	Monthly Enrollment Report <i>By the 20th of the month immediately following the month of service The Contractor shall submit Monthly Enrollment Data Reports in the PSRS.</i>	Aug 20, 2021
2.02	Monthly Enrollment Report	Sep 20, 2021
2.03	Monthly Enrollment Report	Oct 20, 2021
2.04	Monthly Enrollment Report	Nov 20, 2021
2.05	Monthly Enrollment Report	Dec 20, 2021
2.06	Monthly Enrollment Report	Jan 20, 2022
2.07	Monthly Enrollment Report	Feb 20, 2022
2.08	Monthly Enrollment Report	Mar 20, 2022
2.09	Monthly Enrollment Report	Apr 20, 2022
2.10	Monthly Enrollment Report	May 20, 2022
2.11	Monthly Enrollment Report	Jun 20, 2022
2.12	Monthly Enrollment Report	Jul 20, 2022
3.00	Self-Reflection Tool <i>Due to Start Early by July 20, 2021 The Contractor shall submit the Self-Reflection Tool described in the Statement of Work using the template provided by Start Early WA.</i>	Jul 20, 2021
4.01	Monthly Invoice <i>Due by the 30th of the month or the last business day of the month immediately following the month of service. The Contractor shall submit the A-19, Reimbursement Request Form, provided by DCYF based on actual monthly expenses.</i>	Aug 30, 2021
4.02	Monthly Invoice	Sep 30, 2021
4.03	Monthly Invoice	Oct 30, 2021
4.04	Monthly Invoice	Nov 30, 2021
4.05	Monthly Invoice	Dec 30, 2021
4.06	Monthly Invoice	Jan 30, 2022
4.07	Monthly Invoice	Feb 28, 2022



4.08	Monthly Invoice	Mar 30, 2022
4.09	Monthly Invoice	Apr 30, 2022
4.10	Monthly Invoice	May 30, 2022
4.11	Monthly Invoice	Jun 30, 2022
4.12	Monthly Invoice	Jul 30, 2022
5.01	Quarterly Progress Report	Oct 20, 2021
	<i>By the 20th of the month immediately following the period of service</i>	
	<i>The Contractor shall submit Quarterly Progress Reports in the PSRS.</i>	
5.02	Quarterly Progress Report	Jan 20, 2022
5.03	Quarterly Progress Report	Apr 20, 2022
5.04	Quarterly Progress Report	Jul 20, 2022
6.00	Annual Pre-Contract Questionnaire	May 16, 2022
	<i>The Contractor shall complete and submit the FY23 HVSA Pre-Contract Questionnaire and FY23 Proposed Budget using the template provided by DCYF.</i>	
7.00	Updated Insurance Certificate	No Date
	<i>Due to DCYF when certificate is renewed.</i>	
	<i>Updated Insurance Certificate must be submitted when the insurance policy is renewed.</i>	
8.00	Data Disposition	Jul 20, 2022
	<i>Due by July 20, 2022 or upon closure of contract.</i>	
	<i>Data Disposition must be submitted with the closure of the contract.</i>	



## Exhibit D - General Terms and Conditions

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### 1. DEFINITIONS

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

- a. **"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.
- b. **"Contract" or "Agreement"** means the entire written agreement between DCYF and the Contractor, including any Exhibit, attachments, documents, program agreement, materials incorporated by reference, and all amendments hereto. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- c. **"Contractor"** means one not employed by the department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- d. **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- e. **"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.
- f. **"Debarment"** means an action taken by a State or Federal agency to exclude a person or business entity from participating in transactions involving certain federal or state funds.
- g. **"DCYF" or "Department"** means the Washington State Department of Children, Youth, and Families, including any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing DCYF.
- h. **"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.
- i. **"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.
- j. **"Overpayment"** means any payment or benefit to a recipient or to a vendor in excess of that to which is entitled by law, rule, or contract, including the amounts in dispute.
- k. **"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.
- l. **"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- m. **"Regulation"** means any federal, state, or local rule, rule, or ordinance.
- n. **"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.

- o. **"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.
- p. **"Subcontract"** means a contract or contractual action entered into by the Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under this Contract. The terms "subcontract" and "subcontracts" means subcontract(s) in any tier.
- q. **"Subcontractor"** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this Contract under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- r. **"WAC"** means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

## 2. 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

- a. **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.
- b. **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

- a. 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.
- b. 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 that may involve the Contractor.

## 7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- a. **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).
- b. **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.
- c. **Civil Rights Laws**
  - (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).
  - (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.
- d. **Conflict of Interest**
  - (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 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.
  - (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.
- e. **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.
- f. **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.
- g. **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

- a. **Contractor staff list and job description.** Prior to the effective date of this Contract, the Contractor shall have provided to DCYF a list of Contractor Staff that will be performing services pursuant to this Contract. The list shall also include Staff member's job title and his or her job description.
- b. 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.

## 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

- a. 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.
- b. 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.
- c. 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

- a. **Scope of Protection.** This Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) 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.
- b. **Use of Confidential Information and Sensitive Personal Information**
  - (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:
    - (a) 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

- (b) 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.
- (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.

**c. Protection of Sensitive Personal Information**

- (1) The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.
- (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 (Protection of Sensitive Personal Information).
- (3) **Notice of Third Party Request and Intended Disclosure**
  - (a) **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.
  - (b) **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third Party Request and Intended Disclosure) 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.
  - (c) **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.
  - (d) **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.
- (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.
- (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.

**d. Information Technology Security Standards**

- (1) The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:
  - (a) 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

(b) The Washington State Office of the Chief Information Officer IT Standards.

- (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.

**e. 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 (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) the Contractor must:

- (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 (DEFINITIONS).
- (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.
- (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:
  - (a) DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and
  - (b) DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- (4) Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS), and this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION).
- (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.
- (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.
- (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.



- (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 (RECORD 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 (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) must be destroyed as follows:
- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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.
  - (e) 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).
  - (f) 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).
- (9) Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section (Confidentiality Protection) the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).
- (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) 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.

**f. Confidentiality Breach**

- (1) In the event of a breach by the Contractor of this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
  - (a) Terminate the Contract;
  - (b) Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;
  - (c) 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
  - (d) Suspend the Contractor's on-line access to accounts and other information.

**g. 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.

**h. Public Disclosure**

- (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.
- (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.

**i. Access to Data**

- (1) 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**

- a. 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”).
- b. A request for a DRB must:
  - (1) Be in writing;
  - (2) State the disputed issues;
  - (3) State the relative positions of the parties;
  - (4) State the Contractor’s name, address, and contact telephone number; and
  - (5) Be mailed to the other party’s (respondent’s) Contract Manager after the parties agree that they cannot resolve the dispute.
- c. 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.
- d. 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. FUNDING CONTINGENCY**

- a. 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:
  - (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;
  - (2) Renegotiate the terms of the Contract under the new funding limitations and conditions;
  - (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
  - (4) Pursue such other alternatives as the parties mutually agree to in writing.

- b. Any termination under this Section (FUNDING CONTINGENCY) shall be considered a Termination for Convenience.

## **18. INDEMNIFICATION**

- a. 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.
- b. 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. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- c. 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.

## **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. 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.

## **21. 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.

## **22. INSURANCE**

The Contractor, a local government of the State of Washington, warrants that it is self-insured. The intent of the required insurance is to protect DCYF should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractors, or agents of either, while performing under the terms of this Contract.

## **23. MONITORING**

- a. 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.

- b. Monitoring activities may include, but not be limited to:
  - (1) Review of the deliverables and other requirements listed in Exhibit A.
  - (2) Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
  - (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:
    - (a) Contractor's compliance with Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS);
    - (b) Contractor's compliance with Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION);
  - (4) On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

#### **24. 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.

#### **25. 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:

- a. Applicable State of Washington statutes, regulations, and policies
- b. The Contract terms and conditions (pages 1 thru 4)
- c. Exhibit D (General Terms and Conditions)
- d. Exhibit A (Statement of Work)
- e. Exhibit C (Deliverables)
- f. Exhibit B (Budget)
- g. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- h. Attachment 2 (Certification of Data Disposition)

#### **26. OVERPAYMENT**

- a. 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.
- b. In addition to the requirements contained in this Section (OVERPAYMENT), 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.

## **27. PUBLICITY**

- a. 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.
- b. 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.
- c. 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.

## **28. RECAPTURE**

- a. 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.
- b. 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.

## **29. RECORDS MAINTENANCE**

- a. 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.
- b. 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.

## **30. 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.

## **31. 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.

If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

### 32. 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.

### 33. SUBCONTRACTING

- a. **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.
- b. **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.
- c. **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.
- d. **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.

### 34. TERMINATION FOR CAUSE

- a. 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.
- b. 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.
- c. 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 (TERMINATION FOR CAUSE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- e. Section titled TERMINATION FOR CAUSE, sub-section a. 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.

### 35. TERMINATION FOR CONVENIENCE

DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. 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.

### 36. TERMINATION PROCEDURE

- a. 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 (TREATMENT OF ASSETS) shall apply in such property transfer.
- b. 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 (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.
- c. The rights and remedies of DCYF provided in this Section (TERMINATION PROCEDURE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
  - (1) Stop work under the contract on the date, and to the extent specified, in the notice;
  - (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;
  - (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;
  - (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;
  - (5) Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by this Contract or by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
  - (6) Complete performance of such part of the work as shall not have been terminated by DCYF; and
  - (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.



### 37. TREATMENT OF ASSETS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

### 38. 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.

### 39. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

- a. **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.
- b. **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.
- c. **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.

- d. **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 Subsection (Wage Violations) and pursuant to RCW 49.48.082, "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).
- e. **Pay Equality.** Contractor represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Contractor agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- (1) For purposes of this Subsection (Pay Equality), 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.
  - (2) For purposes of this Subsection (Pay Equality), 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.
    - (a) 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.
    - (b) 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.
  - (3) Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- f. **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.
- g. **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 43.17.410), it agrees to fully comply will all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

#### 40. 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.



# Attachment 1 - Confidentiality and Non-Disclosure Agreement

## STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Whatcom County

### I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 22-1174, attached hereto Whatcom County (the "Contractor") has agreed to provide high quality home visiting services to vulnerable families for the purpose of improving outcomes for participants and strengthening coordination of services..
- 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 Contact Number 22-1174 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 22-1174. 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 22-1174.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 22-1174, I must sign and agree to the following:
  - (A) I have been informed and understand that information provided under DCYF Contract Number 22-1174 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 22-1174.
  - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 22-1174 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 22-1174.

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

**Contractor Name:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee/Sub-Contractor/Agent Name:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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**Job Title:** \_\_\_\_\_

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**(The number of signature lines can be deleted and copied to meet your needs).**



## Attachment 2 - Certification of Data Disposition

Date of Data Disposition \_\_\_\_\_

### 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. 22-1174 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

- \_\_\_ All copies of any data sets related to DCYF Contract No. 22-1174 have been wiped from data storage systems.
- \_\_\_ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 22-1174 have been destroyed.
- \_\_\_ All copies of any data sets related to DCYF Contract No. 22-1174 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. 22-1174, have been complied with as indicated above.

Signature of Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Return original to DCYF Public Records at [dcyf.publicrecords@dcyf.wa.gov](mailto:dcyf.publicrecords@dcyf.wa.gov)**



## Attachment 3 - Contract Monitoring, Compliance and Non-Compliance

### 1. Program Reporting and Documentation

- a. Reporting: The Contractor shall submit reports using the templates in the Prevention Services Reporting System, if available, or provided by DCYF and according to the schedule outlined in Section 14 of Exhibit A Statement of Work of this contract.
- b. Additional Documentation: The Contractor shall maintain the following information and documentation, keeping it current on a monthly basis. At a minimum, DCYF may request this information for review at the annual DCYF Site Visit, including:
  - (1) Staff Training Records demonstrating compliance with HVSA and model requirements;
  - (2) TA Self Reflection and TA Plan;
  - (3) CQI Charter, Project Plans for Projects 1 and 2 and CQI Quarter Reports for Quarters 1 through 4 using template attached as reference document titled Continuous Quality Improvements;
  - (4) Memoranda of Understanding with community providers related to referrals or coordination of Home Visiting Services;
  - (5) Copies of signed participant consent forms for participation in the program;
  - (6) If funded with DSHS/TANF dollars, information on TANF families served by homeless service providers, PE Pathways and Other including number of families served; name of family members receiving services (primary caregiver and target child); individual client identifiers, such as date of birth; and dates of service (by month including enrollment and exit dates).
- c. Site Visits: The Contractor shall cooperate with up to eight (8) scheduled site visits conducted for monitoring program and fiscal compliance, contractual and reporting requirements, organizational due diligence, HVSA evaluation and data collection, quality implementation technical assistance, and continuous quality improvement.
  - (1) Document Preparation: The Contractor shall assemble documents listed above, financial information detailed in Section 12 of Exhibit A Statement of Work, and any additional information requested by DCYF in advance of the scheduled site visit.
  - (2) During the Site Visits, the Contractor shall allow access to DCYF, upon request, documentation demonstrating accomplishments of this Agreement. Such documentation may include, but is not limited to:
    - (a) Services Provided, Service Dates, and Number of Service Hours, including Case Files of Participants and signed consent forms;
    - (b) Attendance Sheets and Service Logs;
    - (c) Data Collection and Assessments by Participants;
    - (d) Demographic Information of Participants;
    - (e) Personnel records of those staff employed through funds under this contract; and
    - (f) Policy and procedures documents as related to implementation of this contract including, but not limited to, agency, human resources, and financial policies and procedures.

**2. Contract Monitoring:**

The Contractor shall ensure all compliance with all Contract requirements described in Exhibit A Statement of Work of this Contract. Failure to comply with or submit timely and complete materials related to the Contract requirements may result in withheld or delayed payments. DCYF will monitor Contractor compliance with Contract requirements, model standing, implementation progress, enrollment performance and financial activity through review of the following:

- a. Submitted reports, invoices and documents, as detailed above and in Section 14 of Exhibit A Statement of Work Compliance with Contract requirements.
- b. Model Fidelity:  
Affiliate status from the National Service Office/Indicators of model fidelity established by the DCYF-authorized provider of technical assistance demonstrating Contractor's good standing and/or active ready to implement status.
  - (1) If the Contractor does not sustain fidelity throughout the Contract Term, DCYF will conduct a joint due diligence review of the of the Contractor's model fidelity status in coordination with its designated contractor for technical assistance; and then DCYF may, upon written notification to the Contractor, terminate this Contract.
  - (2) Achieving Model Standing: If Contractor does not have affiliate in good standing and/or active ready to implement status as of the Start Date of this Contract, the Contractor must obtain such status within 90 days of the Start Date. If the Contractor does not obtain such status within 90 days of the Start Date of this Contract, then DCYF may, at its discretion and upon written notice to the Contractor, terminate this Contract.

**3. Implementation Progress:**

The DCYF Contract Manager will review monthly budget/financial documentation and quarterly Contractor activities and progress toward completion of the required program elements described in Exhibit A Statement of Work:

- a. Staffing, Supervision, and Training,
- b. Service Area and Service to Priority Populations
- c. Participant Enrollment, Retention and Caseload Maintenance
- d. Home Visit Frequency and Content
- e. Systems Connections; if funded with DSHS/TANF dollars, this includes Contractor relationships with local DSHS Community Service Offices and reporting participants' program enrollment and exit in eJas
- f. Data Collection and Evaluation Requirements
- g. Continuous Quality Improvement Activities
- h. Quality Improvement Technical Assistance
- i. Financial activity and documentation aligned with Contract budget
- j. Delay in meeting two or more of the category areas above and/or non-compliance related to financial activity during a quarter, may result in Contractor's transition to Implementation Improvement Status.

**4. Enrollment Performance:**

On a quarterly basis, DCYF will review the Contractor's enrollment performance for the following measure: Throughout the duration of this contract, Contractor shall maintain a minimum Active Enrollment Caseload (as defined in Section 6 of Exhibit A Statement of Work) equivalent to or greater than 85% of the Contractor's Maximum Service Capacity.

- a. Start-Up Programs:  
DCYF identifies Contractors receiving first year HVSA funding are considered as Start-Up Programs. Exhibit A Statement of Work of this Contract specifies enrollment rates over the term of the contract to reach full enrollment caseload. Progress in meeting enrollment toward building full caseload will be reviewed on a monthly basis. If the Start-Up Program does not meet enrollment in accordance with the timeline specified in Exhibit A Statement of Work, DCYF will



inform Contractor of enrollment status and may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.

b. Continuing Programs:

DCYF identifies Contractors receiving second year or beyond of HVSA funding as Continuing Programs.

- (1) If a Continuing Program's minimum Active Enrollment Caseload is between 75% and 84% of the Contractor's Maximum Service Capacity for one quarter DCYF will inform Contractor with written notification of the low enrollment status and Contractor shall participate in a follow-up call with DCYF to discuss barriers and strategies for increasing enrollment. If during the subsequent quarter the Contractor does not demonstrate continuous positive improvement of active enrollment and at least the final month of the quarter with enrollment at or above 85% of the Contractor's Maximum Service Capacity, DCYF may transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.
- (2) If a Continuing Program Minimum Active Enrollment Caseload is below 75% of the Contractor's Maximum Service Capacity for one quarter, DCYF will transition Contractor to Implementation Improvement Status for additional contract monitoring and technical assistance focused on supporting improvement in Contractor's enrollment.

**5. Implementation Improvement Status, Non-Compliant Status and Non-Compliant Courses of Action**

a. Implementation Improvement Status: If transitioned to Implementation Improvement Status by DCYF, the Contractor shall participate in the steps outlined below:

- (1) Within 30 days of written notification by DCYF, the Contractor shall complete the Self-Assessment provided by DCYF which may address, but is not limited to the following: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement, and other issues of compliance with contract requirements.
- (2) Within 45 days of written notification by DCYF, the Contractor shall participate in Implementation Improvement Meeting(s) with DCYF staff to discuss the Self-Assessment; gather information and feedback from Contractor; share and review DOH program data and other available program data; and review other information related to areas in need of improvement which may be used to inform the development of an Implementation Improvement Plan. This meeting may include other DCYF contractors of technical assistance (Thrive) and data management and reporting (DOH).
- (3) Within 30 days of the Implementation Improvement Meeting, the Contractor shall prepare a written Implementation Improvement Plan approved by DCYF. The Plan shall:
  - (a) Cite and describe the Contractor's specific area(s) in need of improvement including, but not limited to: model fidelity, implementation progress, financial activity, and/or enrollment performance in need of improvement. For the specified area(s) in need of improvement the Plan shall provide metrics or benchmarks to serve as indicators of satisfactory improvement.
  - (b) Identify corrective action items and/or steps the Contractor shall comply with to address cited areas in need of improvement. The plan shall also identify technical assistance and/or other supports designated to be made available to Contractor by DCYF to assist Contractor in achieving satisfactory improvement.
  - (c) Outline a timeline for the completion of the Implementation Improvement Plan by the Contractor.
- (4) If satisfactory improvement in the specific area(s) indicated in Plan is met by the Contractor within the timeline for completion of the Plan, DCYF will transition the Contractor off Implementation Improvement Status. DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has been met following the timeline for completion of the Implementation Improvement Plan.
- (5) If satisfactory improvement in the specific area(s) indicated in the Plan within the timeline for completion of the Plan is not met by the Contractor, DCYF may transition the

Contractor out of Implementation Improvement Status into Non-Compliant Status. DCYF will provide the Contractor written notice of this transition once it has determined satisfactory improvement has not been met within the timeline for completion of the Implementation Improvement Plan.

- b. Non-Compliant Status: If DCYF transitions the Contractor to Non-Compliant Status, the Contractor shall participate in the steps outlined below, within 14 days of written notification from DCYF, or within an extended, alternate timeline with written approved by DCYF:
- (1) Participate in Non-Compliant Status meeting(s) with DCYF staff to:
    - (a) Review the Contractor's Implementation Improvement Plan and discuss progress made and barriers encountered during the Plan's implementation including technical assistance and/or other supports designated to be made available to the Contractor by DCYF.
    - (b) Identify and review the Contractor's contractual requirements and areas of contractual non-compliance.
    - (c) Discuss Non-Compliant Courses of Action.
- c. Non-Compliant Course(s) of Action. Within 14 days of the last Non-Compliant Status meeting DCYF will issue the Contractor a written Non-Compliant Course(s) of Action. The written Non-Compliant Course(s) of Action shall include one or more of the four Non-Compliant Course(s) of action listed below:
- (1) Continuation of Implementation Improvement Plan: DCYF may propose to modify and/or extend the Contractor's Implementation Improvement Plan for up to an additional 3-month period to meet specific area(s) cited in need of improvement.
  - (2) Suspension of Payment: DCYF may suspend payment of all or part of Contract funds until satisfactory contract compliance is met.
  - (3) Reduction in Maximum Contract Total: DCYF may amend this contract to reduce the Contractor's maximum contract total:
    - (a) To reflect the amended Implementation Plan scope negotiated between DCYF and the Contractor based on Contractor's cost per family served and other related factors and,
    - (b) If feasible and in compliance with HVSA and DCYF funding requirements, contractual requirements, and approval processes, including Home Visiting Model Developer program requirements.
  - (4) Early Contract Termination: DCYF may terminate this contract prior to the end of the Term if satisfactory contract compliance is not met by the Contractor in the implementation of Contractor's Implementation Improvement Plan, and/or if the Contractor is not able to or is not cooperative in development and implementation of the Implementation Improvement Plan.
  - (5) Notice: The written Non-Compliant Course(s) of Action shall become effective a minimum of 30 days after the delivery of the written Non-Compliant Course(s) of Action to Contractor.



## Attachment 4 - Data Collection, Reporting and HVSA Aligned Measures

### 1. Data Sharing

- a. Required elements of the Data Sharing Agreement (DSA) with Department of Health (DOH): The Contractor will work with DOH to establish data sharing agreements according to the timelines set forth within Exhibit A, Statement of Work. The data sharing agreement shall outline specifications of the data use and data sharing to implement required reporting, evaluation and quality assurance or improvement activities. The data sharing agreement shall minimally:
  - (1) Allow DOH access to client and program data as outlined below in section 4.0.
  - (2) When parental consent is provided,
    - (a) Share with and allow DOH access to confidential information listed in Table 3 below;
    - (b) Allow DOH to share confidential information with DCYF; and
    - (c) Allow DOH to share confidential information with other Washington State agencies, including, but not limited to, the Office of Research and Data Analysis (RDA) housed within DSHS to conduct administrative match from families in Home Visiting and Child Protective Services (CPS) programs.
- b. National Service Office Permissions for data sharing:
  - (1) DCYF will work with NFP National Service Office to secure an approved template for NFP programs to authorize the national service office to share data with DOH. The Contractor shall send authorization by July 31, 2021 using the approved template to the NFP National Service Office in coordination with the NSO.

### 2. Data Collection Process and Schedule

- a. The Contractor shall collect all of the data outlined in section 4 of this attachment for all enrolled participants according to the guidelines and requirements outlined in the HVSA Data Manual. The Contractor shall record data in the model specific database within five (5) business days of data collection. The Contractor shall provide data as outlined in the Data Sharing Agreement executed with DOH. Data will be provided to the Department of Health directly from National Service Office on a monthly basis.

### 3. Parental Consent

- a. The Contractor will make every effort to seek Parental Consent to share confidential information with DOH during the contract period; the Contractor shall seek this consent from all newly enrolled participants within the first three home visits. Consent form(s) are available on the Home Visiting page at [DCYF.wa.gov](http://DCYF.wa.gov).
- b. Parental Consents for voluntary services and data sharing may be combined.
- c. Participants who do not provide consent to share confidential information remain eligible to receive home visiting services. Non-confidential program data reporting is still required for these participants.
- d. For those participants who consent to share confidential information, the Contractor shall send to DOH the list of participants by client ID and their consent status (e.g., Yes or No) on at least a monthly basis and no later than 6 business days after the close of the prior month.

- e. The Contractor will maintain consent forms on file for all participants enrolled in home visiting services in both physical files and electronically in model data system, if applicable. Upon request, the Contractor will provide to DCYF a copy of the consent form used.

#### **4. HVSA Aligned Performance Measures**

- a. HVSA Aligned Measures: As outlined in statement of work, the Contractor will collect data for all enrolled HVSA families that meets model requirements and the DCYF definitions outlined in Tables 1 through 5 below, using the guidance and processes outlined in the HVSA Data Manual. DOH will work with the Contractor to review data collection and reporting to support Contractor quality assurance. Of note, primary caregivers, caregiver and clients are used interchangeably with the same intent.
  - (1) HVSA Aligned Measures: System and Program Performance Indicators: The Contractor shall collect and share data for all measures for participating caregivers and children as outlined in Table 1.
  - (2) Enrollment and Service Utilization: The Contractor shall collect and share data on all enrollment and service utilization measures outlined for participating caregivers and children.
  - (3) Demographic Information: The Contractor shall collect and share data for all demographic information outlined for participating caregivers and children.
  - (4) Performance Payment Award Measures: The Contractor shall review data reports from DOH to substantiate Performance Payment Measures as described in Table 4.
  - (5) HVSA Definitions: Table 5 presents definitions of measures related to Performance Payment Awards.



**Table 1 HVSA: System and Program Performance Indicators**

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECH V Measure
<b>HVSA Aligned Measures: All Contractors shall report on the following eight (8) measures</b>						
1. Breastfeeding	Percent of infants (among mothers who enrolled prenatally) who were breastfed any amount at 6 months of age	Number of enrolled children breastfed any amount at 6 months / Number of enrolled children age 6-12 months	Collect between 6 months of age and before 12 months of age	QA reports, Annual reports	Yes	Yes
2. Depression Screening	Percent of enrolled primary caregivers who are screened for depression using a validated tool within 3 months of enrollment if enrolled post-delivery or within 3 months after of delivery if enrolled prenatally	Number of clients with at least one PHQ-9 screening completed within 90 days of delivery if enrolled prenatally or within 90 days of enrollment if enrolled with a child / Number of primary caregivers enrolled for at least three months if enrolled post-delivery, or number of primary caregivers enrolled at least 90 days after delivery if enrolled prenatally	Collect within 90 days of enrollment or 90 days postnatally (for those enrolled while pregnant)	Quarterly Dashboards, QA reports, Performance Payments, Annual reports	Yes	Yes
3. Well Child Visit	Percent of enrolled children who received the <u>last</u> recommended well child) visit based on the American Academy of Pediatrics (AAP) schedule	Number of children enrolled who received the <u>last</u> recommend well child visit based on AAP schedule / Number of children enrolled in home visiting	Collect well child visit data at minimum once per month	QA reports, Annual reports	Yes	Yes
4. Child Maltreatment	Percent of enrolled children with at least one investigated case of maltreatment following enrollment within the reporting period	Number of children with at least one investigated case of maltreatment since enrollment / Number of children enrolled	Report participant consent within first 3 home visits	Annual reports	Yes	Yes
5. Parent-Child Interaction	Percent of enrolled primary caregivers who receive an observation of caregiver-child interaction using a validated tool and	Number of children with an assessment completed using validated tool for the age range / Number of children who have reached	Collect at least once during the reporting year, ideally spaced every 12 months	QA reports, Annual reports	Yes	Yes

**Table 1 HVSA: System and Program Performance Indicators**

Measure	Definition	Numerator/Denominator	Timeline for Data Collection	Share with LIAs	HVSA Aligned Measure	MIECH V Measure
	demonstrate positive parenting behaviors including behaviors that promote attachment and child development	an age appropriate for assessment				
<b>6. Early Language and Literacy Activities</b>	Percent of enrolled children with a family member who reported that during a typical week s/he read, told stories, and/or sang songs with their child every day	Number of enrolled children with a family member who reported that during a typical week s/he read/told stories/sang songs with child every day / Number of enrolled children	Collect data at least once during each reporting period for each enrolled child	QA reports, Annual reports	Yes	Yes
<b>7. Developmental Screening</b>	Percent of enrolled children with at least one screening for developmental delays with a validated tool according to the AAP-defined age groups	Number of enrolled children with at least one ASQ-3 screening within the AAP defined age/ Number of children enrolled who are eligible for an ASQ-3 screening	Collect for children at 10, 18 and 24 months of age]	QA reports, Annual reports	Yes	Yes
<b>8. IPV Screening</b>	Percent of enrolled primary caregivers who are screened for intimate partner violence (IPV) within 6 months of enrollment using a validated tool	Number of caregivers with an IPV screen within 6 months of enrollment / number of clients enrolled for at least 6 months	Collect screening data for all primary caregivers within 6 months of enrollment	QA reports, Annual Reports	Yes	Yes

**Table 2: HVSA Aligned Measures: Enrollment and Service Utilization**

<b>Measure</b>	<b>Definition</b>	<b>Eligibility</b>	<b>Timing of Data Collection</b>
<b>1. New Clients</b>	All clients who enrolled during the report period and completed one visit during the report period	All clients who enrolled during the report period	Collect enrollment date at time of enrollment
<b>2. Enrolled Clients</b>	All clients with an enrollment date and at least one completed visit. Clients may have entered or exited services within that report period.	All clients with an enrollment date and at least one completed visit and is still enrolled at the end of the report period or exited at or after the start of the report period.	Collect enrollment date at time of enrollment and dates of all visits
<b>3. Client Exits</b>	All clients who exited the program during the report period.	All clients who exited the program during the report period	Collect exit date at time of exit from program
<b>4. Exit Reasons</b>	Reasons a client exited program: Completion –specific to each model Withdrawn –Client requests to leave program before graduation Transfer –Client transferred to another site or model Lost to Follow-up- Unable to contact client and complete a home visit for more than 90 days Began/Returned to Work Began/Returned to School	All clients who exit during the report period	Record exit date and exit reason at time of exit
<b>5. Exits after 24 months of service*</b>	Clients that exited the program during the report period and received at least 24 months of service.	All clients who exited the program during the report period	Collect exit date at time of exit from program
<b>6. Exits before 24 months of service *</b>	All clients who exited home visiting program before 24 months of service.	All clients who exited the program before 24 months of service.	Collect exit date at the time of exit from the program
<b>7. Total visits</b>	All visits meeting model criteria completed during the report period of at least 30 minutes in duration that occur in person, video, or via phone	All visits of at least 30 minutes completed during the report period	Record type (in-person, video, phone), date and length of all visits immediately after completing visit
<b>8. Total encounters</b>	Bi-directional engagement with families via in-person email, text or phone lasting less than 30 minutes in length completed during the report period with minimal or no model content	All encounters less than 30 minutes completed during the report period	Record date and length of all encounters immediately after completion.

<b>Table 3: Demographic Information</b>			
<b>Measure</b>	<b>Definition</b>	<b>Eligibility</b>	<b>Timing of Data Collection</b>
<b>1. Enrolled Guardian Gender</b>	Male or Female	All enrolled guardians	Collect at enrollment
<b>2. Enrolled Child Gender</b>	Male or Female	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
<b>3. Enrolled Guardian Age</b>	Age of enrolled guardian	All enrolled guardians	Collect DOB at enrollment
<b>4. Enrolled Child DOB</b>	Age of child	All enrolled children	Collect child's DOB at enrollment or after birth of the child (if enrolled prenatally)
<b>5. Enrolled Guardian Ethnicity</b>	Hispanic, Non-Hispanic, Not reported/refused	All enrolled guardians	Collect at enrollment
<b>6. Enrolled Guardian Race</b>	White, Black, Asian, American Indian/Alaska Native, Pacific Islander, Multiple Races, Not reported/refused	All enrolled guardians	Collect at enrollment
<b>7. Enrolled Child Ethnicity</b>	Hispanic, Non-Hispanic, Not reported/refused	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
<b>8. Enrolled Child Race</b>	White, Black, Asian, American Indian/Alaska Native, Pacific Islander, Multiple Races, Not reported/refused	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)
<b>9. Enrolled Guardian Marital Status</b>	-Married (legal or common law) -Single-never married -Widowed -Divorced -Separated -Not married – living with partner	All enrolled guardians	Collect enrollment, and annually thereafter
<b>10. Enrolled Guardian Education</b>	-Enrolled in middle school -Enrolled in high school -High school diploma -GED -Less than high school diploma not enrolled -Training certificate program -Associates degree -Some college -Bachelor degree or higher -Other -Unknown/not reported	All enrolled guardians	Collect at enrollment and annually thereafter
<b>11. Enrolled Guardian Employment</b>	-Employed >=30 hours a week -Employed <30 hours a week -Unemployed	All enrolled guardians	Collect at enrollment and annually thereafter



<b>Table 3: Demographic Information</b>			
<b>Measure</b>	<b>Definition</b>	<b>Eligibility</b>	<b>Timing of Data Collection</b>
<b>12. Housing Status</b>	<ul style="list-style-type: none"> <li>-Not homeless: Owns or shares own home, condominium or apartment</li> <li>-Not homeless: Rents or shares own home or apartment</li> <li>-Not homeless: Lives in public housing</li> <li>-Not homeless: Lives with parent or family member</li> <li>-Not homeless: Some other arrangement</li> <li>-Homeless: Sharing housing</li> <li>-Homeless: Living in an emergency or transitional shelter</li> <li>-Homeless: Some other arrangement</li> </ul>	All enrolled guardians	Collect at enrollment and annually thereafter
<b>13. Primary language in household</b>	<ul style="list-style-type: none"> <li>-English</li> <li>-Spanish</li> <li>-Other</li> </ul>	All enrolled guardians	Collect at enrollment
<b>14. Household Income</b>	Total income from all household members from all sources, including TANF benefits (Collected as actual dollar amount or in income ranges if family does not want to share)	All enrolled guardians	Collect at enrollment and annually thereafter
<b>15. Pregnant</b>	Enrolled guardian is pregnant during the report period (Yes/No)	All enrolled guardians	Collect due date and DOB for all children
<b>16. Enrolled Guardian Health Insurance Status</b>	<ul style="list-style-type: none"> <li>-Title XIX (Medicaid)</li> <li>-Title XXI (State insurance program)</li> <li>-Private or Other</li> <li>-Tri-care</li> <li>-No insurance coverage</li> <li>-Unknown/Not reported</li> </ul>	All enrolled guardians	Collect at enrollment and every six months thereafter
<b>17. Enrolled Child Health Insurance Status</b>	<ul style="list-style-type: none"> <li>-Title XIX (Medicaid)</li> <li>-Title XXI (State insurance program)</li> <li>-Private or Other</li> <li>-Tri-care</li> <li>-No insurance coverage</li> <li>-Unknown/Not reported</li> </ul>	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and every six months thereafter
<b>18. Child's Usual Source of Medical Care</b>	<ul style="list-style-type: none"> <li>-Doctor's/Nurse Practitioner's Office</li> <li>-Hospital Emergency Room</li> <li>-Hospital Outpatient</li> <li>-Federally Qualified Health Center</li> <li>-Retail Store or Minute Clinic</li> <li>-Other</li> <li>-None Unknown/ Did not Report</li> </ul>	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter

<b>Table 3: Demographic Information</b>			
<b>Measure</b>	<b>Definition</b>	<b>Eligibility</b>	<b>Timing of Data Collection</b>
<b>19. Child's Usual Source of Dental Care</b>	-Yes: Has a usual source of dental care -No: Does not have a usual source of dental care -Unknown	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally) and annually thereafter
<b>20. Additional Confidential Demographics required for consenting participants</b>	Parent Full Name Parent Date of Birth Parent Address Child Full Name Child Provider One Number	All enrolled children	Collect at enrollment or after birth of the child (if enrolled prenatally)

**Table 4: Performance Payment Awards Performance Payment Measures**

Measure	Definition	Award Criteria
<b>Enrollment (Active Enrollment*)</b>	Percent of Maximum Service Capacity filled during the quarter, as measured by the average of the number of participants actively enrolled* on the last day of each of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families)	Performance Milestone: Active Enrollment* is at least 90% of Maximum Service Capacity for the reporting quarter, with the calculation limited to prenatal families and families with children up to and including 60 months of age.
<b>Family Retention – 12 months</b>	Number of participants who are engaged* in the program for 12 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 12 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 12-month anniversary of their enrollment date and not exited prior to 12 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
<b>Family Retention – 18 months</b>	Number of participants who are engaged* in the program for 18 months after enrollment	Per Client Award: Number of participants who remain engaged* in the program for 18 months after enrollment, as indicated by receiving a visit on a date between 30 days before and 30 days after the 18-month anniversary date of their enrollment date and not exited prior to 18 months. Per Client Award is increased for each participant meeting the retention criteria and reporting 2 demographic characteristics related to early exits described in Table 5 below.
<b>Depression Screening</b>	Number of participating primary caregivers who are screened for depression using an approved, validated tool within 90 calendar days postpartum (if enrolled prenatally) or 90 calendar days after enrollment (if enrolled postnatally)	Per Client Award: Number of eligible caregivers who receive a depression screening during the contract year according to this definition
<b>Depression Referral</b>	Number of participating primary caregivers who screened positive for depression and were referred to or connected with appropriate services. A Contractor can receive this award only once per participant over the years.	Per Client Award: Number of primary caregivers who screen positive for depression who were referred or connected to appropriate services during the contract year
<b>Healthy Birthweight - Participant Outcomes</b>	Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5.	Per Client Award: Number of participants who give birth to an infant of healthy birthweight during the contract year using the definition below in Table 5. An additional award will be given for each participant with at least one identified HBW criteria for additional support detailed in Table 5 who gives birth to an infant of healthy birthweight during the year.

\* Designation of “active enrollment” and “engaged” may shift depending on extenuating circumstances (e.g., covid-19 pandemic). Upon formal announcement by DCYF, active enrollment or engagement may be limited to documentation of a received visit (in-person, virtual or phone of at least 30

minutes) or the definition of active and engaged may expand to include encounters (bi-directional engagement with family via in-person, email, text or phone).

<b>Table 5 HVSA Definitions Impacting Performance Payment Awards</b>			
<b>Model</b>	<b>Model Expected Dosage</b>	<b>Visit Definition</b>	<b>Demographic Characteristics Related to Early Exit</b>
NFP	<ul style="list-style-type: none"> <li>• 1x week for the first four weeks</li> <li>• 2x month until baby is born</li> <li>• 1x week 6 weeks postpartum</li> <li>• 2x month until the child is 21 months</li> <li>• 1x month until 24 months or graduation.</li> <li>• The alternate visit schedule is determined at client’s preference of visit frequency</li> </ul>	Any visit or any alternative visit >30 minutes and incorporating model content	<p>The characteristics listed below have been identified as related to early exits in research and among the FY18 HVSA participants. This list is not all-inclusive and subject to change during the contract year.</p> <ul style="list-style-type: none"> <li>• Teenage (&lt;20) at enrollment</li> <li>• Less than high school education (among non-teens) at enrollment</li> <li>• Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service</li> <li>• Participating on TANF, reported any time during service</li> <li>• Not residing with a romantic partner (single, divorced, widowed), reported any time during service</li> </ul>
<b>Healthy Birthweight</b>		<b>HBW Criteria for Additional Support (Characteristics of Mother*)</b>	
NFP Programs	<p>Infant birthweight is:</p> <ul style="list-style-type: none"> <li>• greater than or equal 2500g and</li> <li>• less than or equal 4500g</li> </ul>	<ul style="list-style-type: none"> <li>• Black/African American</li> <li>• American Indian or Alaskan Native</li> <li>• 35 years or older at enrollment</li> <li>• Used alcohol anytime while pregnant</li> <li>• Used drugs anytime while pregnant (marijuana, cocaine, or other drugs)</li> <li>• Smoked at enrollment</li> <li>• Homelessness (on the street or living in a group home or shelter or some other arrangement), reported any time during service</li> </ul> <p>*The characteristics listed above were identified as correlated with birthweights below 2500g or above 4500g based on analysis of birthweights of infants born to HVSA participants in 2017 and 2018.</p>	