



**SERVICE CONTRACT
CUSP (Child Universal Success Platform)**

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 Third Sector Intelligence, Inc., a Corporation, and is licensed to conduct business in the state of Washington, (hereinafter referred to as "Contractor"), located at 533 N 77th St, Seattle WA 98103.

CONTRACTOR BUSINESS ADDRESS

Third Sector Intelligence, Inc.
533 N 77th St
Seattle WA 98103
TIN: 45-5544648
UBI: 603-217-019

CONTRACTOR CONTRACT MANAGER

Chris Strausz-Clark
csclark@team3si.com
Phone: (206) 617-3230

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Doni Kotas-Turner
Senior Project and Contract Special
doni.kotas-turner@dcyf.wa.gov
Phone: (360) 338-2332

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

- Support all early learning professionals with research-based professional development and resources.

THE PURPOSE OF THIS CONTRACT is to build the next set of data and programmatic updates to the Early Learning Data Store (aka "CUSP", or the Child Universal Success Platform) to align and integrate CUSP inputs and outputs with other cloud-based integrated early learning data products that OIAA staff already have or are building. This work is necessary to ensure consistency across OIAA data products and processes. This work includes child care assessment and rating data obtained through a previous contract between the Contractor and the Washington State Department of Early Learning. This sole source is the last contract with 3Si for these services, as the agreement will be sunset on 12/31/2025. In 2025, DCYF will develop a 'transition plan' to either transfer the work currently performed by 3Si/CUSP to an in-house team, or repackage the end product in such a way as to allow future work to be competitively solicited for an acceptable alternative or new product. This transition will be effective January 1, 2026.

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
- Exhibit E - Data Share Agreement
- Exhibit F - ECIDS
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Federal Certifications and Assurances
- Attachment 4 - Description of Data

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 provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the fifteenth (15th) working day after it is filed with DES, or as agreed between the parties, whichever is later. The Contract must be completed on or before December 31, 2025. Performance on this Contract shall not begin before the effective date.

The term of this Contract may be extended by 6 months, PROVIDED: The extension shall be at the option of DCYF and shall be effected by DCYF giving written notice of its intent to extend the Contract to the Contractor and the Contractor accepting such extensions..

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$624,454.56. 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: Doni Kotas-Turner
PO Box 40975
Olympia WA 98504-0975

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at doni.kotas-turner@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 "Compensation and Voucher Payment".
- 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.

Third Sector Intelligence, Inc.

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

Signature

Signature

Name

Name

Title

Title

Date

Date



Exhibit A - Statement of Work

Table of Contents

1. DEFINITIONS	1
2. BACKGROUND	1
3. PURPOSE.....	1
4. SCOPE OF WORK	1
6. COMPENSATION AND VOUCHER PAYMENTS.....	4

1. DEFINITIONS.

- a. **CUSP (Child Universal Success Platform).** Formerly known as ELDS 2.0
- b. **Managed Education Registry Tool (MERIT).** Washington State’s early learning professional development registry.
- c. **Office of Innovation, Alignment, and Accountability (OIAA).** Office of Innovation, Alignment, and Accountability at the Washington Department of Children, Youth, and Families.

2. BACKGROUND.

Since 2017, 3Si has been developing the Early Learning Data Store (ELDS) to meet critical data needs of DCYF (and the Targeting Underserved Populations project). Over the past two calendar years, 3Si has worked with OIAA to redesign and rebuild the current ELDS in a Microsoft Azure cloud environment. 3Si simplified and/or removed many dependencies, such as code based on outdated DCYF data or processes, and significantly improved the technology, tools, and scripts driving the ELDS. The latest version of the ELDS has enhanced analytical outputs, and 3Si provided training documentation and videos to enable DCYF staff to operate the ELDS month to month.

3. PURPOSE.

The purpose of this project is to build the next set of data and programmatic updates to the Early Learning Data Store (aka “CUSP”, or the *Child Universal Success Platform*) to align and integrate CUSP inputs and outputs with other cloud-based integrated early learning data products that OIAA staff already have or are building. This work is necessary to ensure consistency across OIAA data products and processes. This work includes child care assessment and rating data obtained through a previous contract between the Contractor and the Washington State Department of Early Learning.

This contract is the **last** sole source agreement with 3Si for this specific work, because the contracted work will sunset, and not be eligible for renewal, as of 12/31/2025.

a. The Contractor shall inform strategic choices by:

- a. Supporting, developing, and building additional analytic capacity to reflect the changing policy environment for childcare and early learning,
- b. Optimizing staff experience and expertise to use CUSP data to advance these goals, and
- c. Obtaining greater transparency and productivity in DCYF’s Office of Innovation, Alignment, and Accountability (OIAA) analytics and reporting functions.

Additionally, this contract will utilize the current, approved “license agreement” language included in #23-1005, as it has already been thoroughly reviewed and modified by the AAG office. ANY changes to that language (aside from DCYF template terms and conditions) would require addition AAG review.

4. SCOPE OF WORK.

a. General Deliverables –

- (1) All deliverables will be remitted electronically, unless otherwise noted, to OIAA Project Manager:
 - (a) Bobby Chen - Digital Innovation, Analytics Team Supervisor
 - (b) Email: pang.chen@dcyf.wa.gov
- (2) 3Si shall participate in weekly project meetings, via Zoom, Microsoft Teams, or by telephone, to discuss contract progress, troubleshoot, or refine deliverable expectations. Additionally, 3Si shall fulfill the deliverable schedule as follows. A minimum of 12 (twelve) Activity Reports will be due by the date indicated and will outline the activities and status performed as part of each deliverable.
- (3) Deliverable Activity Reports (1-12) listed below shall be submitted to the OIAA Project Manager by the indicated due date, will outline activities completed to execute each deliverable, and affirm 100% of the deliverable has been achieved prior to request for payment. Activity Reports shall be comprised of a combination of the following (note that not all deliverables (a) – (n) are due in every Activity Report):
 - (a) By January 31, 2025, 3Si shall submit Work Priorities (2-3 pages, Microsoft Word) which will mirror the 2024 Work Plan, except for necessary revisions. This workstream is categorized within 3Si's adaptive analytical and technical assistance services ("adaptive services"), which 3Si provides at the direction of the client to ensure the CUSP is tailored to DCYF's needs and goals. To help DCYF manage and direct adaptive services, 3Si and DCYF co-create and refine draft Work Priorities in the first Activity Report of the contract. This document is in Microsoft Word and represents a list or annotated outline, coupled with brief descriptions of specific goals DCYF wants to achieve in the contractual period. The timing, content, and prioritization of work priorities will change and evolve throughout the contract in collaboration with DCYF. For example, 3Si may not be able to make progress for some work priorities until DCYF achieves certain milestones. Alternatively, DCYF and 3Si may decide to introduce new priorities or deprioritize or cancel other workstreams depending on internal executive directives, lack of available data, or other reasons. Under 3Si's adaptive services model, DCYF and 3Si will mutually develop and approve 3Si work priorities to advance DCYF's goals and respond to DCYF events, changes, and other situations that require adjustments to CUSP to ensure it remains used and useful. Examples of 3Si adaptive services are:
 - a. Acquire, transform, and integrate source data, and/or adjust for changes in source data systems.
 - b. Provide training and assistance to authorized DCYF CUSP users and stakeholders to enable analysis and data use.
 - c. Produce ad hoc analytics, data tables, and visualizations to help clients address use cases and drive program or policy action at the direction of DCYF leadership.
 - d. Present analysis and data and/or participate in convenings, learning sessions, and other stakeholder activities, as directed by DCYF.

Within the parameters of 3Si's adaptive services, please refer to a preliminary list of work priorities below per 3Si's discussions with DCYF.

- ii Provide software development services and support to extract, transform, and integrate key DCYF licensing datasets within CUSP at a weekly or daily cadence (the priority should be operational data from the Salesforce account table). The goal of this effort is to enable DCYF staff to more easily access and analyze:
 - a. Licensing history,
 - b. Salesforce account key to various EL unique ID's,
 - c. Licensing capacity history,
 - d. A unified address history for office, physical, billing, etc.,
 - e. Age served history,
 - f. Early Achiever status history (cleaned with information on licensing history), and
 - g. Operating status history.
- iii Provide technical assistance to identify and deploy strategies, tools, and processes to more easily access, extract, transform, and model data from DCYF's Salesforce database into CUSP.
- iv Assess and integrate additional datasets, including data from the US Census Bureau, DCYF, and other sources, into CUSP, such as:
 - a. Refining estimates of private pay childcare utilization within different income brackets and other analytics
 - b. Incorporating estimates of other public preschool data (e.g., transitional pre-k)
 - c. Race/ethnicity data (to be determined)
- v Provide technical assistance to DCYF to facilitate access to and use of CUSP, such as:
 - a. Improving the CUSP interface and making it readily available to OIAA staff

- b. Delivering training, onboarding, and capacity-building services in addition to 3Si's standard training package on the use of the CUSP Research Starter Kit and other front-end dashboards and tools
 - c. Providing support to OIAA staff within the framework of 3Si's adaptive services support model to drive increased use and adoption of CUSP within OIAA
 - d. Assisting OIAA in determining how CUSP can enhance work that is already occurring
 - e. Supporting OIAA in introducing CUSP capability/outputs to other DCYF teams and determining how OIAA's people and processes should best support broader CUSP use
 - vi Provide technical assistance to encourage the development and adoption of CUSP policies and procedures, which can include but are not limited to security and privacy policies, data governance policies, research and evaluation request policies, system access policies, data use policies.
- (b) Quarterly Work Priority Reports. (3/31/25, 6/30/25, 9/30/25, and 12/31/25) 3Si will deliver 2-3 page 'Work Priority Reports to track and communicate progress against and updates to DCYF's work priorities, as described in the previous section. This workstream is categorized under 3Si's adaptive and technical assistance services. These reports will be bundled with 3Si's quarterly platform updates (described below).
- (c) Monthly Data Refreshes. 3Si will perform ongoing monthly data refreshes of current and active data sources (for which updated data is available) into CUSP and the data extracts for the Research Starter Kit. 3Si will refresh CUSP for the client with newly available data at prescribed monthly intervals. If 3Si is unable to perform a monthly data refresh due to issues beyond 3Si's control, then it instead will identify and report these issues for resolution by DCYF as a substitute deliverable (and as part of 3Si's Service Level Agreement). This workstream is categorized under 3Si's regular software maintenance and improvement services.
- (d) Monthly Data Report Card (2-3 pages, Microsoft Word). 3Si will provide a monthly data report card that alerts the client to any observed major differences in results that are flagged by 3Si's automatic data monitoring routines (related to data availability and completeness). The format to communicate this information consists of a condensed "Data Report Card". This discipline is important because data ingested into the CUSP continuously changes, evolves, and can have faulty data inputs that must be identified where possible. It is important to note here that the data will never be perfect or complete, which is normal. Instead, DCYF should strive to continuously improve its data sources, completeness, and quality. If appropriate, 3Si's analytic and product staff will also analyze, flag, and communicate any potential issues or differences they observe related to data quality and analytic results. The format to communicate this information (if needed) will consist of additional high-level bullets added to the "Data Report Card," plus ad-hoc verbal presentations and discussions in 3Si's regular weekly or bi-weekly client meetings as appropriate. This workstream is categorized under 3Si's regular software maintenance and improvement services.
- (e) Quarterly (3/31/25, 6/30/25, 9/30/25, and 12/31/25) CUSP Platform Updates (2-3 pages, Microsoft Word). 3Si will deliver regular CUSP maintenance, enhancements, new features and functionality, and modifications that are part of 3Si's product roadmap to improve the performance and function of CUSP and all front-end tools that integrate with it (e.g., the Research Starter Kit). 3Si will provide a synopsis of these updates every calendar quarter as part of 3Si's quarterly Platform Update reports. The report will describe 3Si's patches, updates, releases, and upgraded versions of CUSP and relevant additional product modules as they become available. These updates are a part of 3Si's standard product roadmap and product development cycle, in which 3Si collects and synthesizes new feature requests from all its active clients (i.e., ECIDS Network Members), and prioritizes new development activities based on features and improvements that can be universalized as part of 3Si's CUSP offerings across the Network. This workstream is categorized under 3Si's regular software maintenance and improvement services.

DCYF may also request new development features and upgrades for potential inclusion in the CUSP. In keeping with this standard product development approach, 3Si will collect on an ongoing basis requirements and feature requests from DCYF and other Network Members. 3Si will then make an internal determination about whether the requested feature or enhancement will be included or is already included in 3Si's CUSP base platform roadmap, to be developed and implemented as a planned upgrade in 3Si's standard service offering and included in 3Si's standard maintenance services. If the feature or enhancement requested by DCYF is not part of

3Si's platform roadmap, 3Si will seek to accommodate DCYF's feature and enhancement request within the adaptive services and budget performed at the direction of DCYF leadership. 3Si will manage these updates according to their potential impact on outputs:

- i Platform updates and improvements that do not materially change client outputs: 3Si will provide automatic updates at various intervals, as determined by 3Si (with client input when relevant). 3Si performs most corrective and preventive material software updates without client involvement. 3Si will communicate relevant information regarding these updates to clients as needed.
- ii Platform updates and improvements that potentially and materially change client outputs: 3Si will analyze and explain these changes to the client before updating the software. A client may then help determine the appropriate timing for the change.

Ongoing communication and knowledge-sharing with DCYF and other stakeholders on the technical nature and scope of upgrades, enhancements, and modifications in the CUSP platform and associated software code will generally occur in already established weekly or bi-weekly 3Si-OIAA meetings.

- (f) Monthly CUSP technical support and issue resolution according to 3Si's Service Level Agreement: Perform actions in accordance with 3Si's Service Level Agreement (SLA). Please see Appendix B for 3Si's SLA. This workstream is categorized under 3Si's regular software maintenance and improvement services.

5. DELIVERABLES

- a. Deliverables are outlined in "Exhibit C – Deliverables Report."
- b. CUSP operational technical assistance (ongoing throughout the year) – Perform operational engineering adjustments to the CUSP, and/or provide OIAA staff (engineers) with technical assistance to successfully operate the CUSP monthly. Operational adjustments will be scoped as requested by OIAA, then executed with joint approval by OIAA and 3Si executives. Technical assistance will be provided as requested by OIAA and documented in Quarterly Work Priority Reports. If requested support levels are too high relative to budget, 3Si will report how CUSP technical assistance impacts the budget on a quarterly basis (as necessary); in these cases, 3Si will make recommendations regarding on how technical assistance can be adjusted to align with the budget, in close collaboration with OIAA.

6. COMPENSATION AND VOUCHER PAYMENTS.

- a. Compensation will Deliverable based, per Deliverable Activity Report, not to exceed the budget set forth in Exhibit B – Budget. Draft reports, deliverables and analysis will be reviewed with Project staff prior to finalization, but all deliverables received shall be approved by DCYF prior to payment.
- b. Each voucher shall describe and document, to DCYF's satisfaction, the description of the work performed by the Contractor and actual hours for performance, to include, but not limited to the following:
 - (1) The deliverable and identification of the budget Payment Point for which billing voucher is being made.
 - (2) The progress of all activities/projects, also known as the "Activity Report."
 - (a) A detailed description, including documentation, detailing the services and goods provided, and detailing what employee or role engaged in these activities. The contractor shall ensure they are not receiving payment from other sources for information created because of this contract.
 - (3) All other information and documentation necessary to determine the exact nature of the work performed for the billing amount contained in the voucher.
- c. If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation for hours billed by the Contractor.



Exhibit B - Budget Report

State Fiscal Year 2025 (July 1 2024 - June 30 2025):

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. Activity Reports #1-12	12 Each	\$52,037.88	\$624,454.56	
		Total:	\$624,454.56	

Contract Maximum:	\$624,454.56
--------------------------	---------------------

Contract Funding Source(s)

Federal Funds	\$624,454.56
---------------	--------------

ALN #: 93.434



Exhibit C - Deliverables Report

State Fiscal Year 2026 (July 1 2025 - June 30 2026):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Activity Report #1 (January 2025) <i>Work Priorities Report for CY2025 +</i> <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
2.00	Activity Report #2 (February 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
3.00	Activity Report #3 (March 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Quarterly Platform Update (PDF)</i> <i>(4) Quarterly Work Priority Report (2-3 pages, Microsoft Word)</i> <i>(5) Activity to support Service Level Agreement (if necessary)</i>	No Date
4.00	Activity Report #4 (April 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
5.00	Activity Report #5 (May 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
6.00	Activity Report 6 (June 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Quarterly Platform Update (PDF)</i> <i>(4) Quarterly Work Priority Report (2-3 pages, Microsoft Word)</i> <i>(5) Activity to support Service Level Agreement (if necessary)</i>	No Date
7.00	Activity Report 7 (July 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
8.00	Activity Report 8 (August 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
9.00	Activity Report 9 (September 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Quarterly Platform Update (PDF)</i> <i>(4) Quarterly Work Priority Report (2-3 pages, Microsoft Word)</i> <i>(5) Activity to support Service Level Agreement (if necessary)</i>	No Date

10.00	Activity Report 10 (October 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
11.00	Activity Report 11 (November 2025) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Activity to support Service Level Agreement (if necessary)</i>	No Date
12.00	Activity Report 12 (December 2025, final) <i>(1) Monthly Data Refresh</i> <i>(2) Monthly Data Report Card (1-3 pages Microsoft Word)</i> <i>(3) Quarterly Platform Update (PDF)</i> <i>(4) Quarterly Work Priority Report (2-3 pages, Microsoft Word)</i> <i>(5) Activity to support Service Level Agreement (if necessary)</i>	Dec 31, 2025



Exhibit D - General Terms and Conditions

Table of Contents

1.	DEFINITIONS	1
2.	ADVANCE PAYMENTS PROHIBITED	3
3.	AMENDMENT	3
4.	ASSIGNMENT	3
5.	ATTORNEY FEES	3
6.	CHOICE OF LAW AND VENUE	3
7.	COMPLIANCE WITH LAWS, RULES, AND REGULATIONS	4
8.	CONTRACTOR STAFF	5
9.	CONTINUED PERFORMANCE	5
10.	COPYRIGHT	5
11.	DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION	5
12.	DISALLOWED COSTS	10
13.	DISPUTES	10
14.	DUPLICATE PAYMENT	10
15.	ENTIRE CONTRACT	10
16.	EXPENSES	11
17.	FEDERAL FUNDING REQUIREMENTS	11
18.	FUNDING CONTINGENCY	11
19.	INDEMNIFICATION	11
20.	HEADINGS	11
21.	INDEPENDENT CONTRACTOR	11
22.	INDUSTRIAL INSURANCE COVERAGE	12
23.	LIMITATION OF AUTHORITY	12
24.	INSURANCE	12
25.	MONITORING	14
26.	NEUTRAL AUTHORSHIP	14
27.	ORDER OF PRECEDENCE	14
28.	OVERPAYMENT	15
29.	PUBLICITY	15
30.	RECAPTURE	15
31.	RECORDS MAINTENANCE	15
32.	REMEDIES	16
33.	SEVERABILITY	16
34.	SITE SECURITY	16
35.	SUBCONTRACTING	16
36.	TERMINATION FOR CAUSE	16
37.	TERMINATION FOR CONVENIENCE	17
38.	TERMINATION PROCEDURE	17
39.	TREATMENT OF ASSETS	18
40.	WAIVER	18
41.	CONTRACTOR REPRESENTATIONS AND WARRANTIES	18
42.	WITHHOLDING PAYMENTS	19
43.	ADDITIONAL TERMS	19

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. Prior to the effective date of this Contract, the Contractor shall have provided to DCYF an organization chart of the Contractor's Staff, including the names and positions of Staff that will be performing services pursuant to this Contract. The Contractor shall also provide to DCYF job descriptions for the Staff performing services pursuant to this Contract.
- b. During the term of the Contract, DCYF reserves the right to approve or disapprove Contractor's and any Subcontractor's Staff assigned to this Contract, to approve or disapprove any proposed changes in Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by DCYF, subject to DCYF's compliance with applicable laws and regulations. Contractor shall provide DCYF with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.
- c. 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.
- d. Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor shall ensure that any transition to new Staff will not affect the schedule or provision of services set forth in this Contract. Contractor understands and agrees that DCYF does not assume liability for the actions of the Contractor's, the Contractor's Subcontractors, or the Contractor's agents. Contractor agrees that it has no right to indemnification or contribution from DCYF for any judgments rendered against Contractor, its Subcontractors or agents.
- e. Due to the confidential nature of the information and Materials which will be accessible to Contractor, DCYF shall have the right to conduct reference checks and background checks on the Contractor Staff to be used to provide the services and goods pursuant to this Contract. DCYF reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, the Contractor shall conduct its own reference and background checks on Staff or their substitutes to be used to provide the services pursuant to this Contract, subject to Contractor providing to DCYF the questions asked during such checks and other information about the checks as requested by DCYF, and to those questions and this information satisfying DCYF's requirements. Contractor further agrees to cooperate fully with DCYF in completion of these requirements.

9. CONTINUED PERFORMANCE

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

10. COPYRIGHT

- a. The provisions of Exhibit F, Schedule 1 are hereby incorporated into this Contract, and govern the ownership and other rights pertaining to software provided under this Contract.

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

- (1) All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.
- (2) Approved options include:
 - (a) SFT service provide Washington Technology Solutions (WaTech)
 - (b) The DCYF instance of Box.com
- (3) Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.
- (4) An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.
- (5) Any other solutions must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the first page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

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. FEDERAL FUNDING REQUIREMENTS

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

18. FUNDING CONTINGENCY

- 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.

19. 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.

20. 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.

21. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of DCYF. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of DCYF or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

22. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DCYF may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DCYF may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DCYF under this Contract, and DCYF may also transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

23. 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.

24. INSURANCE

- a. **Insurance Required.** Prior to commencement of any activity under this Contract, Contractor, at Contractor's sole expense, shall obtain and maintain in full force and effect during the term of this Contract and during any other period during which Contractor is acting pursuant to this Contract the insurance coverages set forth herein on Contractor's operations and activities. The failure to purchase, maintain, and provide evidence of the required insurance shall constitute material default.
- b. **Eligible Insurance Companies.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports.
- c. **Failure to Purchase and Maintain Insurance.** If Contractor fails to buy and maintain the insurance coverage described in this Section (INSURANCE), DCYF may terminate this Contract under Section (TERMINATION FOR CAUSE). 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.
- d. **Evidence of Insurance Coverage.** Contractor shall furnish to DCYF copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's effective date, and copies of renewal certificates and endorsements of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section (INSURANCE). Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by DCYF for material breach under Section (TERMINATION FOR CAUSE). The insurance and policies described in this Section (INSURANCE).
- e. **Advance Notice of Revocation.** Such policies shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DCYF by the insurer.
- f. **Cancellation.** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DCYF within one (1) business day of Contractor's receipt of such notice from the insurance provider.
- g. **Additional Insured.** With the exception of the Professional Liability, Automobile Liability, and Workers Compensation coverages, the State of Washington, DCYF, its elected and appointed officials, agents and employees shall be named as an Additional Insured and Contractor shall provide a copy of the policy endorsement(s) designating such entities and persons as an additional named insured.

- h. **Primary Insurance.** All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State of Washington and shall include a severability of interests (cross-liability) provision. This provision means all insurance policies shall include coverage for cross liability and contain a “Separation of Insureds” provision.
- i. **Subcontractors.** Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of Contractor under the Contract and shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.
- j. **Contractor’s Liability.** By requiring insurance, the State and DCYF do not represent that the coverage and limits specified will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the terms and conditions of this Contract.
- k. **Premiums.** Premiums for all insurance policies provided for by this Contract shall be paid by Contractor or its Subcontractors.
- l. **Employees and Volunteers.** Insurance required of Contractor under the Contract shall include coverage for the acts and omissions of Contractor’s employees, agents, and volunteers.
- m. **Insurance Description and Limits.** The minimum acceptable insurance and limits shall be as indicated below with no deductible as indicated below:

(1) **Commercial General Liability Insurance**

The Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than two million dollars (\$2,000,000.00) per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain a separation of insureds (cross liability) condition.

(2) **Business Automobile Liability Insurance**

The Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) per accident. Such insurance shall cover liability (bodily injury and property damage) arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

(3) **Employer’s Liability (“Stop Gap”) Insurance**

The Contractor shall maintain employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than one million dollars (\$1,000,000.00) each accident for bodily injury by accident or one million dollars (\$1,000,000.00) each employee for bodily injury by disease.

(4) **Property Insurance**

The Contractor shall maintain “All-Risk” property insurance including coverage for Earthquake and Flood for all locations where State of Washington Data is held. This coverage shall include all Computer Property. This insurance shall also include coverage for Business Interruption and Extra Expense that extends to the loss of Computer Property. Limits shall be declared and subject to review and approval by the state of Washington.

(5) **Umbrella Insurance**

The Contractor shall maintain an umbrella policy providing excess limits over the primary policies described herein, in an amount not less than 3 million dollars (\$3,000,000.00).

(6) **Professional Liability (Errors and Omissions) Insurance**

The Contractor shall maintain professional liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per claim with a two million dollars (\$2,000,000.00) aggregate. The Contractor shall continue such coverage for at least five (5) years beyond the expiration or termination of this Contract. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

25. 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.

26. NEUTRAL AUTHORSHIP

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

27. ORDER OF PRECEDENCE

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

- 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)

28. 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.

29. 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.

30. 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.

31. 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.

32. REMEDIES

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

33. SEVERABILITY

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

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.

34. SITE SECURITY

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

35. SUBCONTRACTING

- 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.

36. TERMINATION FOR CAUSE

- a. In the event either party determines the other party has failed to comply with the conditions of this Contract in a timely manner, the non-breaching party has the right to suspend or terminate this Contract. The non-breaching party shall notify the other party 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. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- d. 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.

37. 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.

38. TERMINATION PROCEDURE

- a. Upon termination of this Contract, except in cases of termination for DCYF's material breach, 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, to which this Contract expressly provides that DCYF is entitled as a deliverable. The provisions of Section 38 (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.
- 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.

39. TREATMENT OF ASSETS

- a. Title to all property furnished by DCYF shall remain in DCYF.
- 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.

40. WAIVER

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

41. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

- 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. **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).
- d. **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.
- e. **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.
- f. **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 with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

42. WITHHOLDING PAYMENTS

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

43. ADDITIONAL TERMS

Certain additional terms and conditions relating to the provision of the services and deliverables are set forth in the attached Exhibit F, Schedules 1 and 2, which are hereby incorporated by reference.



Exhibit E - Data Share Agreement

1. Data Shared with Sub-Contractors

- a. If DCYF data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If subcontractor cannot protect the data as articulated within this Contract, then the Contract with the subcontractor must be submitted to the DCYF Contact specified for this Contract for review and approval.
- b. Each authorized subcontractor shall complete, sign, and return to DCYF, Attachment 1, Confidential Nondisclosure Agreement.

2. Description of Data

Both DCYF and Contractor shall submit the following data elements as identified in **the** Attachment titled Description of Data. DCYF and Contractor custodians of the identified data will also be identified in **the** Attachment titled Description of Data.

3. Limitation of Access and Use

- a. Both DCYF and Contractor agree to the following limitations on the use of the Confidential Information provided by DCYF.
 - (1) Confidential Information provided by either party will remain the property of the providing party and will be returned to that party or destroyed when the work for which the information was required has been completed.
 - (2) Confidential Information provided by either party will be accessed and used only for the purposes of carrying out activities pursuant to this Contract.
 - (3) Both Contractor and DCYF shall not use the information provided for any purpose not specifically authorized under this Contract.
 - (4) The information provided by either party will not be duplicated or re-disclosed without the written authority of the providing party.
 - (5) Contractor and DCYF shall protect the confidentiality of the information pursuant to this Contract by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of such information.
 - (6) If the data and analyses generated by the data recipient contains Confidential Information about Contractor and DCYF clients, then any and all reports utilizing this data shall be subject to review and approval by the providing party prior to publication in any medium or presentation in any forum.

4. Safeguards Against Unauthorized Access and Rediscovery

- a. Contractor and DCYF shall exercise due care to protect all confidential data from unauthorized physical and electronic access. Both parties shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Contract:
 - (1) Access to the information provided by either party will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Purpose of this Contract.
 - (2) Contractor and DCYF will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - (3) Unless specifically authorized within the Special Terms and Conditions of the Contract, Contractor and DCYF will not store any confidential or sensitive data on portable electronic devices or media, including, but not limited to laptops, handhelds/PDAs,

Ultramobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), and portable hard disks.

- (4) Contractor and DCYF will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- (5) Contractor and DCYF shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing Confidential Information.
- (6) Contractor and DCYF shall instruct all personnel with access to the Confidential Information regarding the confidential nature of the information, the requirements of the Limitation on Access and Use and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Contract, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Contract.
- (7) Contractor and DCYF shall take due care and take reasonable precautions to protect each other's confidential data from unauthorized physical and electronic access. Both parties will strive to meet or exceed the requirements of the Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.

5. **Notification of Compromise or Potential Compromise**

If Contractor, DCYF or its agents detect a compromise or potential compromise in the information technology security for this data such that Confidential Information may have been accessed or disclosed without proper authorization, Contractor or DCYF will give notice within one (1) working day of discovery to the other party of such compromise or potential compromise and the compromised party will take corrective action as soon as practicable to eliminate the cause of the breach.

6. **Re-Disclosure of Confidential Information**

Re-disclosure of Confidential Information received from staff or agent of either party to any person who is not expressly identified by or pursuant to this Contract as a person authorized to receive and process such Confidential Information is prohibited by this Contract, the state Ethics in Public Service law (Chapter 42.52 RCW), and various state and federal laws such as those cited above in the context of the definition of Confidential Information.

7. **Oath of Nondisclosure and/or Notice of Nondisclosure**

Both Contractor and DCYF agree that all of their staff, subcontractors, and agents who will have access to the Confidential Information provided by either party will sign Attachment 1 Confidential Nondisclosure Agreement to ensure that they fully understand the restrictions regarding unauthorized disclosure of Confidential Information. No data may be released to any personnel or agent until the sending party receives a completed notice of nondisclosure for that individual.

8. **Protection of Data**

- a. Both Contractor and DCYF agree to store data on one or more of the following media and protect the data as described:
 - (1) **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - (2) **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - (3) **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by either party on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to

which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access either party's data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- (4) **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by either party on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- (5) **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- (6) **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DCYF staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized Contractor staff. Contractor will notify DCYF staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of Contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- (7) **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Data accessed and used interactively over the SGN. Access to the data will be controlled by DCYF staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized Contractor staff. Contractor will notify DCYF staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of Contractor and whenever a user's duties change such that the user no longer requires access to perform work for this Contract.
- (8) **Data storage on portable devices or media.**
 - (a) Neither Contractor nor DCYF data shall be stored by the receiving party on portable devices or media unless specifically authorized within the Special Terms and Conditions of the Contract. If so authorized, the data shall be given the following protections:
 - i. Encrypt the data with a key length of at least 128 bits
 - ii. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.
 - iii. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - iv. Physically protect the portable device(s) and/or media by:
 1. Keeping them in locked storage when not in use;
 2. Using check-in/check-out procedures when they are shared; and
 3. Taking frequent inventories.
 - (b) When being transported outside of a secure area, portable devices and media with sending party's confidential data must be under the physical control of receiving party's staff with authorization to access the data.
 - (c) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

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

9. Data Segregation

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

10. Data Disposition

- a. Data provided by Contractor and DCYF will remain the property of the respective parties and shall be promptly destroyed by the data recipient when the work for which the data was required, as fully described herein, is completed. Acceptable destruction methods for various types of media include:
- b. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents 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.
- c. For paper documents containing Confidential Information requiring special handling (e.g. Protected Client Information), recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.
- d. If confidential or sensitive information has been contained on optical discs (e.g. CDs or DVDs), the data recipient shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- e. If confidential or sensitive information has been stored on magnetic tape(s), the data recipient shall destroy the data by degaussing, incinerating or crosscut shredding.
- f. If data has been stored on server or workstation data hard drives or similar media, the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).
- g. If data has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

11. No Guarantee of Accuracy and Non-Liability

Neither Washington State nor DCYF guarantees the accuracy of the data provided. All risk and liabilities of use and misuse of information provided pursuant to this Contract are understood and assumed by Contractor.

12. Termination of Access

DCYF may at its discretion disqualify at any time any person authorized access to Confidential Information by or pursuant to this Contract. Notice of disqualification shall be in writing and shall terminate a disqualified person's access to any Confidential Information provided by DCYF pursuant to this Contract immediately upon delivery of the notice to Contractor. Disqualification of one or more persons by DCYF does not affect other persons authorized by or pursuant to this

13. Responsibility for Acts and Omissions

Each party to this Contract shall be responsible for any and all acts and omissions of its own staff, employees, officers, and agents acting within the score of their responsibilities.

14. Changes, Modifications and Amendments

This Contract may be waived, changed, modified, or amended only by written Contract executed by both of the parties hereto.

15. Order of Precedence

- a. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
 - (1) Applicable Federal and State laws;
 - (2) Any other provisions of the Contract whether by reference or otherwise.

16. All Writings Contained Herein

This Contract sets forth in full the entire Contract of the parties; and any other Contract, representation, or understanding, verbal or otherwise, is hereby deemed null and void and of no force and effect whatsoever.

By signing this Contract, the Requesting Entity certifies that its policies and procedures comply with the confidentiality requirements of this Contract



Exhibit F - ECIDS

Schedule 1

ECIDS Network Programs

Definitions

“**API**” means Application Programming Interface.

“**Common Code Base**” means that specific software code that is or could be shared, at the Contractor’s sole discretion, among members of the ECIDS Network, and that Contractor provides to or develops for DCYF in accordance with this Contract for use in connection with ECIDS activities. The Common Code Base includes all development, modifications, additions, revisions and derivative works of code that are developed or used in connection with this Contract.

“**DCYF Contributions**” means input or feedback regarding the Programs, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of a portion of the Programs.

“**ECIDS activities**” and “**ECIDS network**” means those clients of Contractor that Contractor appoints and authorizes from time to time, in its sole discretion, to make certain authorized uses of the Common Code Base for Early Childhood Integrated Data System purposes (ECIDS).

“**Programs**” means those software programs comprised of the Common Code Base and made available to DCYF in accordance with this Contract. For purposes of clarity, the Programs include the code that generates them, the data structure used to store information, and the content and framework for visual outputs. Programs may be used or delivered in a variety of ways (e.g. operating in the local environment or provided as a hosted solution via Azure, AWS or other cloud platform).

“**Synthetic Data**” means information that has not been obtained by direct measurement but is generated by simulation, early childhood experience and expertise, and other similar techniques.

“**Term**” the agreed upon Period of Performance set forth in this Contract.

General Background

Contractor has developed the Programs to help governments, philanthropic organizations, and nonprofit organizations use early childhood data to make informed decisions to improve the lives of the children and families they serve. Contractor owns and maintains the Common Code Base and hereby makes it available to DCYF in accordance with the terms of this Contract.

The Programs are the result of the collective investments of Contractor and its clients, which currently consists of an ECIDS network with three states (MA, GA, WY) and the City of Chicago. Other organizations may be added from time to time at the Contractor’s discretion. The primary strategic objective of the ECIDS Network is to reduce costs and improve the speed and effectiveness of ECIDS development for states and cities. The ECIDS Network is also designed to allow members to share resources, learn from other members’ experiences, and share methodological, technological, and policy-related innovations.

Contractor intends for future users of the Programs to benefit from these collective investments and make their own contributions. Contractor is committed to providing the Common Code Base to its clients, assisting its clients to use the Common Code Base correctly, and ensuring all implementations of the Common Code Base are aligned to Contractor’s core mission of improving the lives of children and families.

Services Provided

During the Term, Contractor will undertake, oversee and lead the installation and development services relating to the Programs, Synthetic Data and related activities. In particular Contractor will perform the following services as set forth in one or more Statements of Work associated with this Contract.

The parties may agree in writing from time to time for Contractor to provide additional services, subject to additional terms and conditions (including the payment of additional fees).

To ensure quality control, subject to the provisions below in the section titled "Rights in DCYF Contributions", DCYF shall not authorize any other party (including its own personnel or staff) to undertake any installation, development or related services concerning the Programs during the Term without Contractor's prior written approval. The parties will work cooperatively to establish timeframes for completion of the services described in this section. DCYF will provide all reasonable cooperation (including appropriate grants of access to DCYF's systems) to enable Contractor to complete the services. No later than sixty (60) days prior to the expiration of the Term, the parties will meet and confer to select one of the following arrangements concerning use of the Programs as described in Schedule 2, and, as necessary, enter into an additional written agreement governing such relationship.

Grant of License

Subject to DCYF's compliance with the terms and conditions of this Contract, Contractor hereby grants to DCYF, during the Term of this Contract, the right to access and execute the Programs for any non-commercial purpose relating to DCYF's ECIDS activities. The grant of license includes updates (bug fixes and patches) for the Programs, but does not include maintenance releases or upgrades (releases or versions that include new features or additional functionality) or APIs unless otherwise agreed by the parties in writing. During or after the Term, DCYF agrees that it will not provide access to Programs to third party commercial entities, and will not license, sublicense, sell or otherwise commercially exploit the Programs at any time, for any reason.

Details regarding the term of the license for installed software and the permitted installations, users, locations, operating environments and other permissions are set forth in the attached Schedule 1-A. DCYF may make copies of the Programs only as necessary for backup and archival purposes or specifically authorized in a Statement of Work.

Following the expiration of the Term, DCYF will have certain rights in and to the Programs and Common Code Base in accordance with Schedule 2.

Rights in DCYF Contributions

From time to time, DCYF may provide or Contractor may request DCYF Contributions. DCYF acknowledges and agrees that any DCYF Contributions will be considered Confidential Information of Contractor. DCYF hereby assigns to Contractor all right, title and interest in and to such DCYF Contributions. Contractor will be entitled to use the DCYF Contributions for any purpose without restriction or remuneration of any kind, including use of the DCYF Contributions in the Programs as provided to other clients of Contractor in the ECIDS Network. Contractor welcomes and encourages collaboration and contributions from DCYF during the Term. DCYF acknowledges and agrees that Contractor may accept or reject any DCYF Contributions at the Contractor's sole discretion.

Ownership

As between the parties, Contractor shall retain all right, title and interest in and to the Programs and related documentation, including all modifications, derivative works or improvements, and all related intellectual property rights.

Disclaimers

Contractor provides the services and Programs "as-is". All implied warranties or conditions of merchantability, and the implied warranties or conditions of fitness for a particular purpose, are expressly excluded and disclaimed. DCYF shall be solely responsible for providing a secure environment for the operation and use of the Programs, and will hold Contractor harmless from any and all claims arising from the failure of the provision of such security. Contractor and its suppliers do not represent or warrant that Contractor Programs will be uninterrupted, secure, error free, accurate, or complete or comply with regulatory requirements, or that Contractor will correct all errors.

Limitation of Liability

In no event will Contractor be liable to DCYF for any indirect, special, punitive, or consequential damages that may arise in connection with this Contract, regardless of the cause of action or characterization of the damages, even if Contractor has been advised of the possibility of such damages. In no event will Contractor's aggregate liability to DCYF, regardless of the legal theory, exceed the amount of fees paid to Contractor in the 12-month period immediately preceding the event giving rise to liability.

Compliance with Law

DCYF shall comply with all federal, state and local laws and regulations applicable to its receipt of the services under this Contract and its use of the programs. For purposes of clarity, DCYF shall be solely responsible for its compliance with all applicable laws relating to the collection, storage, processing and all other use of data in connection with the operation of the Programs.

Schedule 1-A
Information regarding DCYF's authorized use of the Programs

Maximum number of DCYF users	200 (individual access will be determined by DCYF for internal agency administrative use only)
Location(s)	Washington State
Operating environments	Microsoft Azure, Databricks
Other permissions	This version of DCYF's ECIDS has been developed for internal administrative use only.

Schedule 2

Use of ECIDS Network Programs Following the Term

No later than sixty (60) days prior to the expiration of the Term, the parties will meet and confer to select one of the following arrangements concerning use of the Programs, Common Code Base, Software, and Contributions(s) and, as necessary, enter into an additional written agreement governing such relationship:

Option 1 - With Contractor

Under this option, DCYF would remain a member of the ECIDS Network, and subject to a commercial arrangement similar to that of the initial Term (including the payment of fees). Contractor encourages more intensive DCYF effort and collaboration once the Programs have been implemented and launched. The parties will cooperatively undertake efforts to maintain and enhance the Programs as follows:

Program operations. This function will be handled exclusively by internal DCYF staff. This responsibility requires minimal development skill; and primarily consists of refreshing data feeds on a certain frequency and performing quality control functions to ensure the source data has not changed in a manner that would compromise Program operations or outputs.

Technical Program maintenance. Contractor encourages the DCYF to perform this function by internal staff as much as possible. Any residual gaps in expertise would be assigned to Contractor. For example, this responsibility is needed when changes in source data, or the desire to adjust Program outputs, necessitate changes in Program code. Contractor will perform secondary quality control on all code developed by DCYF, both to ensure accuracy and integration with the Common Code Base where possible.

New Program development. Contractor would perform and/or oversee installation and development services for all new Programs. This category includes adopting new code and Programs from the ECIDS network, which will be available to DCYS on an ongoing basis but not required.

Option 2 - Without Contractor

If DCYF ends its relationship with Contractor, then DCYF would also simultaneously end its membership with the ECIDS Network and its access to future Common Code Base additions and enhancements. DCYF would have the right to modify, access, copy, execute and use the Programs, Common Code Base, Software, and Contributions under a perpetual and irrevocable license to access, use, modify, copy and execute the Programs, Common Code Base, Software, Contributions, and related Materials in connection with the operation of its organizational functions. DCYF hereby agrees that in the event it selects this option (to continue use of the Common Code Base without Contractor involvement), DCYF shall be solely responsible for its use of and modifications to the Common Code Base, including but not limited to all results obtained from such use. DCYF hereby accepts all responsibility and risk of liability and damages that may result from such use, and holds Contractor harmless from any and all liability arising therefrom.



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Third Sector Intelligence, Inc.

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 25-1033, attached hereto Third Sector Intelligence, Inc. (the "Contractor") has agreed to build the next set of data and programmatic updates to the Early Learning Data Store (aka "CUSP", or the Child Universal Success Platform) to align and integrate CUSP inputs and outputs with other cloud-based integrated early learning data products that OIAA staff already have or are building. This work is necessary to ensure consistency across OIAA data products and processes. This work includes child care assessment and rating data obtained through a previous contract between the Contractor and the Washington State Department of Early Learning. This sole source is the last contract with 3Si for these services, as the agreement will be sunset on 12/31/2025. In 2025, DCYF will develop a 'transition plan' to either transfer the work currently performed by 3Si/CUSP to an in-house team, or repackage the end product in such a way as to allow future work to be competitively solicited for an acceptable alternative or new product. This transition will be effective January 1, 2026..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contract Number 25-1033 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 25-1033. 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 25-1033.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 25-1033, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 25-1033 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 25-1033.

(B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 25-1033 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 25-1033.

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: _____

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: _____

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: _____

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: _____

Signature: _____
Print Full Name: _____
Job Title: _____
Date: _____

(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. 25-1033 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. 25-1033 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 25-1033 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 25-1033 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 25-1033 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. 25-1033, 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



Attachment 3 - Federal Certifications and Assurances

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

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

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

- a. If the Contractor is a grantee receiving Federal Funds, or recipient of Federal research grants, the Contractor certifies that it will provide the following notice when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money:
- b. The percentage of the total costs of the program or project which will be financed with Federal money;
- c. The dollar amount of Federal funds for the project or program; and
- d. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

2. Assurance of Compliance with Federal Nondiscrimination Laws

- a. The Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance. The Contractor hereby agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; 45 C.F.R. Part 80) which prohibits discrimination on the basis of race, color or national origin;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.; 45 C.F.R. Part 86), which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794; 45 C.F.R. Parts 84 and 85), which prohibits discrimination on the basis of handicaps;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101et seq.; 45 C.F.R. Parts 90 and 91), which prohibits discrimination on the basis of age;
- f. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

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

a. Payment Request Certification.

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

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

b. Cost Allocation Plan or Indirect Cost Rate Certification and Compliance

- (1) A proposal by the Contractor to establish a cost allocation plan or an indirect Facilities and Administration (F & A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by DCYF, must be certified by the Contractor using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in the Appendices to 45 C.F.R. Part 75: Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the Contractor by an individual at a level no lower than the Contractor's vice president or chief financial officer.
- (2) Unless the Contractor has elected the option under [45 C.F.R. § 75.414\(f\)](#), the Federal Government may either disallow all indirect F & A costs or unilaterally establish such a plan or rate when the Contractor fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the Contractor failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

c. Non-profit Organization Certification

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

d. Lobbying Certification

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

e. Definitions

- (1) As used throughout this Contract, the following terms shall have the meanings set forth below:
- (2) "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
- (3) "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan
- (4) "Indirect Administration Cost Rate" means general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).
- (5) "Indirect Facilities Cost Rate" means depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
- (6) "Major Non-profit Organization" means a non-profit organization that receives more than \$10 million dollars in direct federal funding.

4. Award Term for Trafficking in Persons

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

"l. Trafficking in persons.

- b. Provisions applicable to a recipient that is a private entity.

- (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procure a commercial sex act during the period of time that the award is in effect; or
 - (c) Use forced labor in the performance of the award or subawards under the award.

- i. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - (d) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (e) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376]
- (2) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (a) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (b) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by [the Department of Health and Human Services] at 2 CFR part [376].
- (3) Provisions applicable to any recipient.
 - (a) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (b) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (c) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- c. Definitions. For purposes of this award term:
 - (1) “Employee” means either:
 - (a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (3) “Private entity”:
 - (a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - (b) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - ii. A for-profit organization.
 - (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).”

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

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

- a. The Contractor certifies, to the best of the Contractor's knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.
 - (3) The Contractor understands and agrees that this Anti-Lobbying certification is a material representation of fact upon which reliance by the Department of Children, Youth and Families (DCYF) was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- b. Statement for Loan Guarantees and Loan Insurance. The Contractor certifies, to the best of the Contractor's knowledge and belief, that if any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Certification Regarding Debarment, Suspension, and Ineligibility

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

7. Certification Regarding Drug-Free Workplace Requirements

- a. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about --

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- c. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph 7.a;
 - d. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by notifying the employee in the statement required by Paragraph 7.a that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. **Written Agency Notification within Ten Calendar Days after Receiving Notice under Paragraph 7.d.(2) from an Employee, or Otherwise Receiving Actual Notice of such Conviction.**
 - (1) After the Contractor receives the notice required under Section 7.d.(2), the Contractor certifies that it will, or will continue, to provide a drug-free workplace by providing notice of the conviction, including position title, to the Department of Children, Youth, and Families, unless the United States Department of Health and Human Services has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by taking one of the following actions, within 30 calendar days of receiving notice under Paragraph 7.d.(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - g. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 7.a, 7.b, 7.c, 7.d, 7.e and 7.f.

8. **Covenant Against Contingent Fees**

- a. The Contractor represents and warrants that no person, agency, or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a Contingent fee, excepting bona fide employees or a bona fide agency maintained by the Contractor for securing business. For breach or violation of this warranty, DCYF shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of such Contingent fee.
- b. Bona fide agency, as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

- e. Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

9. Crime Control Act – Reporting of Child Abuse

- a. Public Law 101-647 (42 U.S.C. 20341), also known as the Crime Control Act of 1990 (Crime Control Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Crime Control Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
- b. The Crime Control Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Crime Control Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
- c. Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Crime Control Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
- d. By acceptance of this Contract or order, the Contractor agrees to comply with the requirements of the Crime Control Act. The Crime Control Act also applies to all applicable subcontracts awarded under this Contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Crime Control Act.

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

- a. Executive Order 13166 requires recipients of Federal financial assistance to take steps to insure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for accurate and effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at:
- b. <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

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

- b. The Pro-Children Act , 20 U.S.C. § 7973, imposes restrictions on smoking in facilities where certain Federally funded children's services are provided. The Pro-Children Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of (i) kindergarten, elementary, or secondary education or library services or (ii) health, day care services, or early childhood education programs. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.
- c. By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Pro-Children Act. The Pro-Children Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with the provisions of the Pro-Children Act. Failure to comply with the Pro-Children Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

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

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

13. Purchase of American-Made Equipment and Products

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

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

14. Single Audit Requirements

- b. **Subrecipient of Federal Award.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations (C.F.R.) § 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. § 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. § 200 and any successor or replacement Circular or regulation.
- c. **Expends \$750,000 or More in Federal Awards.** If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program specific audit for that year. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. § 200, and any reports required by the program-specific audit guide (if applicable).
- d. **Exemption when Federal awards expended are less than \$750,000.** A non- Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, DCYF, and Government Accountability Office (GAO).
- e. **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding Research & Development), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.507. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- f. **Audit Report Submission**
 - (a) **Single Audit Deadline.** Pursuant to 2 C.F.R. § 200.512 the single-audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.
 - (b) **Program Specific Audit Deadline.** Pursuant to 2 C.F.R. § 200.507 the program-specific audit must be completed and the reporting submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the

auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

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

- b. The Contractor is hereby given notice that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239, Div. A, Title VIII, § 828) and FAR 3.908 (48 C.F.R. § 3.908).
- c. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. § 3.908 of the Federal Acquisition Regulation.
- d. The Contractor certifies that it will provide the following notice to its employees in the employees' predominant native language.
 - (1) An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to any of the entities listed in Section 15.c.(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
 - (2) Entities to Whom Disclosure May be Made. The information described in Section 15.c.(1) may be disclosed to the entities described in this paragraph by an employee of the Contractor, subcontractor or grantee.
 - (a) A Member of Congress or a representative of a committee of Congress.
 - (b) An Inspector General.
 - (c) The Government Accountability Office.
 - (d) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - (e) An authorized official of the Department of Justice or other law enforcement agency.
 - (f) A court or grand jury.
 - (g) Management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.



Attachment 4 - Description of Data

MERIT

Defaulted Withdrawn Terminated	Demographics	EA Monitoring Report	Early Achievers Private Pay Monitoring Report
Facility Name	City	FamLink ID	RowId
FamLink ID	Zip Code	ECEAP ID	ProviderId
ECEAP Org ID	Region	Head Start ID	FamLinkId
HS Org ID	County	MERIT Provider Name	EceapId
Mailing Address	FamLink ID	ELMS Site Name	HeadStartId
Region	ECEAP Org ID	SSPS#	MeritProviderName
Facility Type	HS Org ID	Facility Type	ElmsSiteName
Facility Authority	Facility Type	CCA Region	FacilityType
HS/ECEAP facility	Full Day	County	SSPSProviderNumber
Defaulted	Part Day	EA Pathway	CcaRegion
Withdrawn	24 Hours	ECEAP Contractor	County
Terminated	Full Year	ECEAP Subcontractor	EaPathway
Primary Contact	Part Year	HS Grantee	ContractorName
Primary Contact Email	Licensed Capacity	Date of First ECEAP Contract	SubcontractorName
Active Participant	Infant	Date Initially Received Subsidy	GranteeName
Notes	Toddler	Due Date to Register for EA	ECEAPFirstContractDate
	Pre-School	Date Registered for EA	InitialSubsidyDate
	# of Teaching Staff	Due Date to Complete Level 2 Activites	DueDateToRegister
	# of Classrooms	Date Level 2 Activites Completed	RegistrationDate
	Corporate Structure	Due Date to Submit EAROSE	DueDateToCompleteLevel2Activities
	Facility Location	Date EAROSE Submitted	DateLevel2ActivitiesCompleted
	Child Care Subsidies	Date EAROSE Approved	DueDateToSubmitEarose
	Early Head Start	Cohort #	DateEaroseSubmitted
	Head Start	Due Date for Initial EA Rating	DateEaroseApproved
	No Public Funding	Date of Rating	Cohort
	Child & Adult Care Food Program	Rating Level	DueDateForInitialRating
	ECEAP	Remedial Activities Due Date	RatingDate
	Other Public Funds	Rating Extension End Date	Rating
	# of Children Enrolled Receiving Public Subsidy	Rating Extension Type	RemedialActivitesDueDate

	# of Children Enrolled with IEP/IFSP for diagnosed special needs	License Status as of Subsidy Data Run	RatingExtensionEndDate
	Primary Language	Current License Status	RatingExtensionType
	Secondary Language	Timeline	HasEceap
	Foster Children	DEL Licensing Region	HasSubsidy
	Homeless Families	DEL Licensing Office	HasHeadStart
	Migrant Workers	DEL Licensor	SubsidyRunDate
	Military Families	Active Participants	LicenseStatusAsOfSubsidyRun
	Teen Parents	DirectorOwnerLicensee	LicenseStatusCurrent
	Other Special Population	PrimaryContactName	Timeline
	AMS	StateWideVendorNumber	DELLicensingRegion
	ASCI	First EA Registration Date	DELLicensingOffice
	NAC	Total Head Start Slots	DELLicensor
	MSAC	Total ECEAP Slots	ActiveParticipants
	NAA	Average Total Licensed Capacity	MailAddressLine1
	NAFCC	Total Non-School-Age Subsidy Served	MailAddressLine2
	NAEYC	Total Non-School-Age Children Enrolled	MailAddressLine3
	Other Accrediting Body		MailCityName
	Facility Name		MailState
	Grantee/Contractor		MailZipCode
	ECEAP Slots		Phone
	HS Slots		Email
	Early HS Slots		Language
	AI/AIN HS Slots		Ethnicity
	Migrant/Seasonal HS Slots		Race
	Facility Authority		OrientationDate
	Combined HS/ECEAP Slots		DirectorOwnerLicensee
	AMI		PrimaryContactName
	HS/ECEAP Facility		StateWideVendorNumber
	On-Site Evaluation Completed		FirstRegistrationDate
	Early AI/AIN HS Slots		Total Head Start Slots
	# of Children Enrolled		Total ECEAP Slots
	Early Achievers Rating		Average Total Licensed Capacity
			Total Non-School-Age Subsidy Served

MERIT – cont'd

Education Awards	Employment	Facility Registration	IEP / IFSP
Last Name	UserId	FamLink ID	City
First Name	StarsID	Facility Type	Zip Code
STARS ID	ProviderTypeName	Facility Authority	Region
Date of Birth	ExternalID	Primary	County

		Contact	
Primary Language	StartDate	User Name	FamLink ID
Date Approved	EndDate	User Stars ID	ECEAP Org ID
Award Type	Title	Status	HS Org ID
Degree	Administrator	Submitted Date	HS/ECEAP facility
Major	VerifiedFlag	Approved Date	Facility Type
Certificate Title	SspsProviderNumber	Facility Role	Facility Authority
State Approved Trainer			Total Children with IEP/IFSP
Award Amount			Facility Name
Movement			IEP/IFSP # of ADHD/ADD
			IEP/IFSP # of Autism Spectrum Disorders
			IEP/IFSP # of Behavioral
			IEP/IFSP # of Down Syndrome
			IEP/IFSP # of Hearing Impairment
			IEP/IFSP # of Learning Disabilities
			IEP/IFSP # of Maintenance Care Diseases
			IEP/IFSP # of Mentally Disabled / Developmentally Delayed
			IEP/IFSP # of Neurological Disorders
			IEP/IFSP # of Orthopedic Handicaps
			IEP/IFSP # of Speech & Language Disorders
			IEP/IFSP # of Visual Impairment
			IEP/IFSP # of Other
			IEP/IFSP Other
			IEP # of ADHD/ADD
			IEP # of Autism Spectrum Disorders
			IEP # of Behavioral
			IEP # of Down Syndrome
			IEP # of Hearing Impairment
			IEP # of Learning Disabilities
			IEP # of Maintenance Care Diseases
			IEP # of Mentally Disabled / Developmentally Delayed
			IEP # of Neurological Disorders
			IEP # of Orthopedic Handicaps
			IEP # of Speech & Language Disorders
			IEP # of Visual Impairment
			IEP # of Other
			IEP Other
			IFSP # of ADHD/ADD
			IFSP # of Autism Spectrum Disorders
			IFSP # of Behavioral
			IFSP # of Down Syndrome
			IFSP # of Hearing Impairment
			IFSP # of Learning Disabilities

			IFSP # of Maintenance Care Diseases
			IFSP # of Mentally Disabled / Developmentally Delayed
			IFSP # of Neurological Disorders
			IFSP # of Orthopedic Handicaps
			IFSP # of Speech & Language Disorders
			IFSP # of Visual Impairment
			IFSP # of Other
			IFSP Other
			Grantee/Contractor

MERIT – cont'd

Individuals	Overall Participation	Participation Agreement	QR2 Roster
Userld	FamLink ID	FamLink ID	User ID
Starsld	ECEAP Org ID	ECEAP Org ID	STARS ID
RegistrationDate	HS Org ID	HS Org ID	Training ID
FirstName	City	Region	Training Status
MiddleName	Zip Code	Facility Type	Training Completed Date
LastName	Primary Contact	Facility Authority	
HomePhone	Secondary Contact	Date of EA Registration	
AlternatePhone	Region	Facility Name	
Email	County	HS/ECEAP Facility	
AlternateEmail	HS/ECEAP facility	Active Participant	
Gender	Facility Type	Y1 Fiscal Year	
BirthDate	Facility Authority	Y1 Date PA Signed	
Ethnicity	On-Site Evaluation App Completed	Y1 Signed By	
Race	Facility Name	Y1 Date Entered by RC	
PrimaryLanguage	Primary Contact Stars ID	Y1 Entered by	
SecondaryLanguage	Secondary Contact Stars ID	Y2 Fiscal Year	
MailingAddress1	Early Achievers Rating	Y2 Date PA Signed	
MailingAddress2		Y2 Signed By	
City		Y2 Date Entered by RC	
State		Y2 Entered by	
Zip		Y3 Fiscal Year	
County		Y3 Date PA Signed	
ECESAPro		Y3 Signed By	
OldTrainer		Y3 Date Entered by RC	
SATrainer		Y3 Entered by	
SATrainerLevel		Y4 Fiscal Year	
DirectorOwner		Y4 Date PA Signed	
ActiveMERIT		Y4 Signed By	
		Y4 Date Entered by RC	
		Y4 Entered by	

		Y5 Fiscal Year	
		Y5 Date PA Signed	
		Y5 Signed By	
		Y5 Date Entered by RC	
		Y5 Entered by	
		Y6 Fiscal Year	
		Y6 Date PA Signed	
		Y6 Signed By	
		Y6 Date Entered by RC	
		Y6 Entered by	

MERIT – cont'd

QR3 Training	Rated Facilities	Registered Facilities Level 2	Requested Onsite Evaluation
TrainingID	FamLink ID	Facility Name	Facility Name
TrainingOrganizationName	ECEAP Org ID	FamLink ID	FamLink ID
OrganizationId	HS Org ID	ECEAP Org ID	ECEAP Org ID
Title	City	HS Org ID	HS Org ID
TrainerUserID	Zip Code	WELS ID	WELS ID
TrainerSTARSI	Primary Contact	City	ECEAP Slots
TrainingType	Region	Zip Code	HS Slots
TrainingLevel	County	Primary Contact	Existing or New ECEAP
TrainingDeliveryMethod	HS/ECEAP facility	Primary Contact Stars ID	Existing or New Subsidy
ScheduleType	Facility Type	Primary Contact Phone	EA Pathway
SessionID	Facility Authority	Primary Contact Email	City
SessionDate	Previous Rating	Region	Zip Code
SessionStartTime	Early Achievers Rating	County	Primary Contact
SessionEndTime	Date Rating Received	HS/ECEAP facility	Primary Contact Stars ID
PubliclyAvailable	Facility Name	Facility Type	Primary Contact Email
Cancelled	DBA Facility Name	Facility Authority	Region
STARSCreditHours	Primary Contact Stars ID	Total number of teaching staff	County
LocationAddress1	Grantee/Contractor	Total number of classrooms	Facility Type
LocationAddress2	A of S Child Outcomes	Number of Sessions	Facility Authority
LocationCity	A of S Interactions and Environment	Number of children enrolled	HS/ECEAP facility
LocationState	A of S Curriculum & Staff Supports	Primary Language	Grantee/Contractor
LocationZipCode	A of S Professionalism	Secondary Language	Date Request for On-Site Evaluation Submitted
LocationCounty	A of S Family Engagement & Partnerships	License Type	ERS
ContactPhoneNumber	Primary Contact Email	Optional Baseline Assessment	CLASS

RegistrationPhoneNumber	Date for Renewal Rating	Current Provider Status	FQSC
RegistrationWebsite	Rating Type	Date Registration Approved	LQSC
CostType	A of S Accreditation	Grantee/Contractor	Application Status
CostAmount	Active Participant	Date Level 2 Application Accessed	Date Decision Entered on Request of On-Site Evaluation
TargetAudience		Date Level 2 Application Submitted	Facility Phone
Languages		Date Level 2 Application Approved	Early Achievers Rating
ContentFocusGroup		Date Level 3 Application Accessed	Rating Type
TrainingMethods		Date Level 3 Application Submitted	Notes
DateTrainingCreated		Date Level 3 Application Approved	Active Participant
DateTrainingLastModified		Consultation Period	
Description		EA Rating	
LearningObjectives			
ReadinessObjectives			
STEM			

MERIT – cont'd

<i>rpt_QRIS_Rpt18_GranteeContractorParticipation</i>	<i>RPT_RTTIMD_EducationCertificate</i>	<i>RPT_RTTIMD_EducationDegree</i>	<i>Training Completed by Facility</i>
Grantee/Contractor	USER ID	USER ID	Facility Name
Street Address	STARS ID	STARS ID	FamLink ID
City	Status	Request ID	ECEAP Org ID
Zip Code	Status Date	Degree ID	HS Org ID
County	Submitted Date	Verified	Facility Address
Primary Contact	School	Status	County
Primary Contact STARS ID	Verified	Status Date	Region
Primary Contact Phone	Request ID	Submitted Date	HS/ECEAP facility
Primary Contact Email	Certificate ID	Month	Facility Type
Participation Agreement	Certificate	Year	Facility Authority
Date of G/C Registration	Is ECE Certificate	Is Degree Earned	Grantee/Contractor
Counties Served	Date Completed	School	Contact Name
Total funded slots	Expiration Date	Education Type	Training Designee

ECEAP		Major	Contact Type
Head Start		Is ECE Major	STARS ID
Early Head Start		Credit Hour Category	EA Orientation
AI/AN Head Start		Approved Credit Hours (Quarter)	Intro to CLASS/ERS
AI/AN Early Head Start		No Degree Awarded Reason	WA State EL Guidelines
Migrant/Seasonal Head Start			Core Comp. for EC+ED Prof.
Total Sites			Intro to Cultural Comp
H/E Level 2			QRIS Strengthening Families
H/E Level 4			QRIS School Readiness
H/E Level 5			
Licensed Level 2			
Licensed Level 3			
Licensed Level 4			
Licensed Level 5			
G/C OrganizationId			
Total Participating Sites			
Total Level 3 Reciprocity			

ELMS

Addresses	Address Type	County Data	Funded Slots
AddressId	AddressTypeId	CountyDataId	FundedSlotsId
Address1	Code	DELCountyId	FundedChildSlots
Address2	Name	CountyNumber	FundsPerSlot
City	Description	Name	PercentOverIncome
State	IsActive	EffectiveDate	MaximumFullyEnrolled
ZipCode	SortOrder	LastUpdated	EffectiveDate
ZipExtra	EffectiveDate	UpdatedBy	LastUpdated
CountyDataId	LastUpdated	IsDeleted	UpdatedBy
SchoolDistrictId	UpdatedBy		IsDeleted
WebAddress	IsDeleted		
EffectiveDate			
LastUpdated			
UpdatedBy			
IsDeleted			
ESDId			
LegislativeDistrictId			

Legislative District	Organization	Organization Funded Slots	Organization Link
LegislativeDistrictId	OrganizationId	IsDeleted	OrganizationLinkId
Code	Code	ProgramTypeId	HeadStartOrganizationId
Name	OrganizationTypeId	EffectiveDate	EceapOrganizationId

Description	Name	LastUpdated	EffectiveDate
IsActive	Acronym	UpdatedBy	ExpirationDate
SortOrder	EffectiveDate	OrganizationFundedSlotsId	LastUpdated
EffectiveDate	LastUpdated	OrganizationRelationshipId	UpdatedBy
LastUpdated	UpdatedBy	FundedSlotsId	IsDeleted
UpdatedBy	IsDeleted	ExpirationDate	UnlinkReasonTypeId
IsDeleted	IsActive	FundingModelTypeId	UnlinkReasonOther

Organization Relationship	Org. Relationship Address	Org. Relationship Type	Org. Status History
EffectiveDate	OrganizationRelationshipAddressId	OrganizationRelationshipTypeId	OrganizationStatusHistoryId
LastUpdated	OrganizationRelationshipId	Code	OrganizationId
UpdatedBy	AddressId	Name	StatusEffectiveDate
IsDeleted	AddressTypeId	Description	StatusExpirationDate
OrganizationRelationshipId	EffectiveDate	IsActive	StatusIsActive
OrganizationId	LastUpdated	SortOrder	StatusChangeReason
ProgramTypeId	UpdatedBy	EffectiveDate	StatusIsInitial
OrganizationRelationshipTypeId	IsDeleted	LastUpdated	EffectiveDate
AlternateName		UpdatedBy	LastUpdated
Acronym		IsDeleted	UpdatedBy
ProgramOrganizationCode			IsDeleted
ParentOrganizationRelationshipId			
SchoolYearId			
IsActive			
Name			
Code			
ProviderId			
HasChildcareAtSameAddress			

Organization Type	Program Type	School District	School Year
OrganizationTypeId	ProgramTypeId	SchoolDistrictId	SchoolYearId
Code	Code	CountyDistrictCode	Code
Name	Name	Name	Name
Description	Description	ParentOrganizationId	BeginDate
IsActive	IsActive	EffectiveDate	EndDate
SortOrder	SortOrder	LastUpdated	Description
EffectiveDate	EffectiveDate	UpdatedBy	IsCurrent
LastUpdated	LastUpdated	IsDeleted	EffectiveDate
UpdatedBy	UpdatedBy		LastUpdated
IsDeleted	IsDeleted		UpdatedBy
			IsDeleted

Site ECEAP Curricula	Site ECEAP Curricula Type	Staff Assignment	Transportation
-----------------------------	----------------------------------	-------------------------	-----------------------

			Type
SiteECEAPCurriculald	SiteECEAPCurriculaCategoryTypeld	StaffAssignmentld	TransportationTypeld
SiteECEAPMetadataald	Code	StaffMemberld	Code
SiteECEAPCurriculaTypeld	Name	StaffLevelld	Name
Other	Description	OrganizationRelationshipld	Description
EffectiveDate	IsActive	ClassScheduleld	IsActive
LastUpdated	SortOrder	IsPrimaryStaff	SortOrder
UpdatedBy	EffectiveDate	EffectiveDate	EffectiveDate
IsDeleted	LastUpdated	ExpirationDate	LastUpdated
	UpdatedBy	LastUpdated	UpdatedBy
	IsDeleted	UpdatedBy	IsDeleted
		IsDeleted	

FamLink

Address	Contact	Current Provider Crosswalk	License	Provider Link
ProviderKey	ProviderKey	ProviderKey	ReportRunDate	XwalkProviderLinkSK
LastLicenseKey	PrimaryContactPersonKey	CurrentProviderKey	TaxId	ProviderLinkKey
ActiveLicenseInd	PrimaryContactPersonName	LoadDate	ProviderKey	ProviderKeyNew
SSPSProviderNumber	SecondaryContactPersonKey		ParentAgencyKey	ProviderKeyOld
ParentAgencyKey	SecondaryContactPersonName		LicenseKey	CreateWorkerID
Addressee	ExtractAsOfDate		SSPSProviderNumber	UpdateWorkerID
PhysAddressGroupKey	LoadDate		ProviderName	CreatedDate
PhysAddressTypeKey			DoingBusinessAsName	UpdateDate
PhysAddressStartDate			FacilityTypeGenericDesc	LoadDate
PhysAddressEndDate			FacilityTypeAuthorityDesc	
PhysStreetNumber			FacilityTypeDesc	
PhysStreetName			LicenseTotalCapacity	
PhysAptNumber			StartingAge	
PhysAddressLine1			EndingAge	
PhysAddressLine2			AgeServedInfant	
PhysAddressLine3			AgeServedToddler	
PhysCityCode			AgeServedPreschooler	
PhysCityName			AgeServedSchoolAge	
PhysState			LicenseCertificateTypeDesc	
PhysZipCode			LicenseTypeDELDesc	
BusAddressGroupKey			LicenseStatusDesc	

BusAddressTypeKey			NoReferTypeDesc	
BusAddressStartDate			OfficeName	
BusAddressEndDate			ServiceArea	
BusStreetNumber			AssignedLicensorWorkerKey	
BusStreetName			WorkerName	
BusAptNumber			ProvFirstInitialIssueDate	
BusAddressLine1			LicenseAnniversaryDateMMDD	
BusAddressLine2			LicenseExpirationDateForDisplay	
BusAddressLine3			InitialLicenseSeqNum	
BusCityCode			ActiveLicenseInd	
BusCityName			LicenseEffectiveDate	
BusState			LicenseExpirationDate	
BusZipCode			LicSegmentIssueDate	
MailAddressGroupKey			ProvFirstFullIssueDate	
MailAddressTypeKey			LicenseClosedDate	
MailAddressStartDate			CountyName	
MailAddressEndDate			LicenseTypeSequenceNum	
MailStreetNumber			LicenseStatusForDisplay	
MailStreetName			LicenseTypeDELForDisplay	
MailAptNumber			LoadDate	
MailAddressLine1				
MailAddressLine2				
MailAddressLine3				
MailCityCode				
MailCityName				
MailState				
MailZipCode				
CountyKey				
ProviderRegionKey				
Country				
PrimaryPhone				
PrimaryPhoneExt				
AltPhone				
AltPhoneExt				
CellPhone				
Fax				
Email				
ExtractAsOfDate				
LoadDate				

GEO_PhysAddress Line1				
GEO_PhysAddress Line2				
GEO_PhysAddress Line3				
GEO_PhysCityName				
GEO_PhysState				
GEO_PhysZipCode				
GEO_Lattitude				
GEO_Longitude				
GEO_XAxis				
GEO_YAxis				
GEO_ZAxis				
GEO_NeedsUpdatingFlag				
GEO_DateUpdated				
GEO_DateLastUpdateAttempt				
UpdateDate				

Early Learning Subsidy

Warrants Report
servicefiscalyear
monthofservice
monthofwarrant
providernumber
ParentSK
ChildSK
TotalAmount
program
RegionID
RegionName
CountyID
CountyName
PaidUnits
ServiceUnitCode
ServiceUnitDesc
AgeInMonthsAtMonthOfService
RecipientRateTypeID
RecipientRateDesc
ProviderRateTypeID
ProviderRateTypeDesc
Hispanic
NativeAmerican
Asian
AfricanAmerican
PacificIslander
White

Gender
warrantdate
WarrantNumber
VoucherBasic
VoucherSuffix
LoadDateTime