



SERVICE CONTRACT
Substitute Pool Administration

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 The Imagine Institute, a Nonprofit Corporation, and is licensed to conduct business in the state of Washington, (hereinafter referred to as "Contractor"), located at 16000 Chrisensen Rd, Suite 201, Tukwila WA 98188.

CONTRACTOR BUSINESS ADDRESS

The Imagine Institute
16000 Chrisensen Rd, Suite 201
Tukwila WA 98188
TIN: 81-2316926
UBI: 603-617-540

CONTRACTOR CONTRACT MANAGER

Cate Bridenstine
cate@imaginewa.org
Phone: (206) 902-8733

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Sarah Hill
Contracts & Project Manager
Sarah.hill@dcyf.wa.gov
Phone: (360) 407-3691

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 implement a statewide substitute pool as a service for licensed child care providers.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

a. Contract Managers

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (2) Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (1) Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.
- (2) Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided on page 1.

2. EXHIBITS AND ATTACHMENTS

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

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Substitute Pool Administration Manual

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 tenth (10th) 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 June 30, 2025. Performance on this Contract shall not begin before the effective date.

The term of this Contract may be extended by five (5) additional one (1) year term, 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 \$2,873,918.93. 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: Sarah Hill
PO Box 40972
Olympia WA 98504-0972

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at Sarah.hill@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.

The Imagine Institute

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

Signature

Signature

Name

Name

Title

Title

Date

Date



Exhibit A - Statement of Work

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1. DEFINITIONS

- a. Child Care Basics (CCB) Training. The required 30-hour training to meet the initial training requirement for those that work in a licensed child care center or family child care.
- b. Early Achievers. A program that improves the quality of early learning programs and supports and rewards providers for their participation. Early Achievers is Washington’s quality recognition and improvement system (QRIS). The QRIS provides relationship-based professional development supports, including, but not limited to, technical assistance, consultation and coaching, and resources for child care providers to support the child’s learning and development. Early Achievers is also a tool to connect families to child care and early learning programs by the use of a quality rating improvement system.
- c. Family Friend and Neighbor (FFN). Home-based care in the caregiver’s or child’s home provided by caregivers who are relatives, friends, neighbors, babysitters, or nannies that are legally exempt from licensing.
- d. Licensed Family Child Care (LFCC). Licensed home-based care in the caregiver’s home.
- e. Managed Education and Registry Tool (MERIT). An online portal that tracks provider background checks, training records and qualification data.
- f. Provider. A child care provider who regularly provides early childhood education and early learning services for not more than twelve children in the provider's home in the family living quarters.
- g. STARS Hours. In-Service training hours delivered by a DCYF state-approved trainer, or DCYF approved training, for licensed providers that is required by title 170 of the Washington Administrative Code (WAC).
- h. Subsidy. Child care programs authorized to serve families that are eligible to receive state financial assistance to pay for child care costs. These programs receive financial reimbursements for eligible children enrolled in care.
- i. Substitute Pool. A program administered to support the recruitment, training, and placement of substitutes in family child care and child care centers.
- j. Substitutes. Individuals working towards or already qualified to serve as a paid substitute in a licensed early learning program serving at least one child on subsidy.
- k. Substitute Pool Software. Software that matches eligible facilities with qualified substitutes and manages the substitute jobs with facilities.
- l. Substitute Pool Administrator. The Substitute Pool Administrator performs all responsibilities for implementing the substitute pool.

2. BACKGROUND AND PURPOSE

- a. The Substitute Pool is a statewide program that provides release time for licensed child care providers. The program's creation was mandated by the Early Start Act [Sec. 5.1(a)-5.2(a)], passed in 2015.
- b. The 2023-2025 Collective Bargaining Agreement provides licensed Family Home Child Care Providers of up to 5 (five) days of paid substitute access.

3. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall do all things necessary for, or incidental to, the performance of the work set forth in this contract. The Contractor shall coordinate with DCYF staff and/or DCYF designated partners to administer a substitute pool program that meets the program requirements outlined in the Substitute Pool Administration Manual (Attachment 1).

4. MANAGEMENT

- a. The Contractor shall oversee, manage, and coordinate the tasks described in Exhibit A including, but not limited to, ensuring subcontractor compliance with all required agreements and subcontracts that are created as a result of this Contract. The allocation of funds to accomplish the tasks described in this Contract shall not exceed the amounts described in Exhibit B Budget and payments will be made according to the Compensation and Voucher section of this Statement of Work.
- b. The Contractor, and its subcontractors, must have the appropriate knowledge, resources, and skills necessary to support the delivery of state-approved training as described within the [Standards of Practice and Professionalism for State-Approved](#). The Contractor's and subcontractors' knowledge, resources, and skills must align with state guiding frameworks including, but not limited to the following:
 - (1) Professional Learning Implementation Guide (<https://3.basecamp.com/3573607/buckets/12565254/uploads/3752949743>)
 - (2) Core Competencies for Early Learning Professionals (https://www.dcyf.wa.gov/sites/default/files/pubs/EPS_0023.pdf)
 - (3) State-Approved Trainer Competencies (https://www.dcyf.wa.gov/sites/default/files/pdf/WA_Trainer_Competencies.pdf).
- c. The Contractor shall hire and retain adequate staff or subcontractors to manage, monitor, and oversee the services and responsibilities set forth in this Contract. This includes, but is not limited to:
 - (1) Establish capacity to use DCYF data, DCYF systems, and the substitute pool software for program implementation.
 - (2) Maintain program data, including substitute pool software and verified qualifications in MERIT to ensure accurate up-to-date reporting.
- d. The Contractor must maintain records to document staff time against contract deliverables.

5. DCYF APPROVAL

- a. All items or matters that require DCYF approval or preapproval, as described in this contract, must be in writing and may include email communications between the parties. Preapproval is required for:
 - (1) Cost Allocation Plan: A cost allocation plan includes the recurring expenses, budget from Program Delivery Plan, and description of how the administrative costs will be used;
 - (2) Communication materials that will be printed as publications to support program delivery must be pre-approved by DCYF. Once content has been approved, it may be reproduced without additional approval;
 - (3) Training Delivery Plan; and
 - (4) Substitute Pool Software Requirements.

6. COMMUNICATION

- a. Communication materials developed by the Contractor shall be shared with DCYF prior to dissemination to ensure accurate information related to MERIT, Health and Safety Training, policies, and DCYF's professional development system. Once content related to DCYF systems has been approved it does not need to be approved again for future distribution.

- b. Communication materials shall be available in English and in additional languages as appropriate within the local service delivery area.
- c. The Contractor shall provide any reports created by the Contractor funded as a result of this contract and intended for publication to DCYF at least ten (10) days before they are published publicly. Before final publication, DCYF reserves the right to review, comment, and deny authorization for publication on all reports.

7. COMPLAINTS AND CONCERNS

- a. The Contractor must maintain an internal complaint and concern process and policy to respond to concerns from stakeholders and customers, including Substitutes. The Contractor shall:
 - (1) Initiate contact with the customer or stakeholder that filed the complaint within five (5) business days of receiving the complaint or concern;
 - (2) Gather information in order to resolve the complaint or concern; and
 - (3) If the complaint or concern is not resolved within twenty (20) business days of initial receipt of the complaint, the Contractor shall consult with DCYF to determine the approach and methods to resolving the individual complaint or concern.

8. DATA SHARE AGREEMENT

- a. The Contractor shall only use data extracts provided from DCYF directly, through MERIT or Substitute Pool Software System for approved activities.
- b. The Contractor shall ensure that its security practices and safeguards meet Washington State Office of the Chief Information Officer (OCIO) Information Technology Security Standards, as provided and maintained in the following URL: <https://ocio.wa.gov/policy/securing-information-technology-assets-standards>

9. SUBSTITUTE POOL ADMINISTRATION

- a. The Contractor shall complete all activities within the Substitute Pool Administrator Manual (Attachment 1) and provide all services necessary to prepare substitutes with required training.
- b. **Substitute Pool Implementation Plan:** The Contractor shall create a Substitute Pool Implementation Plan within the Contractor's Program Delivery Plan that describes the approach for the substitute pool program. The plan is focused on ensuring substitute availability in all parts of the state and meeting the diverse needs of providers.
- c. DCYF will review and provide feedback or approval within (10) business days of receipt of Contractor's substitute pool implementation plan.
- d. To develop the implementation plan, the contractor shall:
 - (1) Update the Substitute Pool Implementation Plan and submit to DCYF by September 1, 2024;
 - (2) Include a narrative description of the substitute pool program implementation and substitute preparation (training delivery); and
 - (3) Include a spreadsheet of training to be delivered, and coordinate training delivery across all training provided by the Contractor and funded by the State. The Contractor shall use the DCYF provided training spreadsheet (attachment 2).
- e. To request updates to the substitute pool implementation plan, the Contractor shall:
 - (1) Resubmit the Substitute Pool Implementation Plan as needed through the course of the contract to propose updates to the program model.
 - (2) Any proposed updates to the Implementation Plan shall be communicated to DCYF via email and will be approved via email.
- f. **Supports for Substitutes and Facilities**
 - (1) Substitutes. Complete outreach activities to recruit substitutes to serve as independent contractors or hired substitutes staffed as employees of the Contractor to serve the statewide implementation of the substitute pool.
 - (a) Complete substitute orientations based on the criteria in the DCYF approved Implementation Plan.
 - (b) Successful completion of orientations must be recorded in MERIT and will be reviewed prior to payment along with submitted invoice.
 - (c) Provide technical assistance as needed to support the use of substitute pool software and recording qualifications in MERIT.
 - (2) Facilities. Complete outreach activities to all eligible facilities based on criteria in the DCYF approved Implementation Plan.
 - (a) Complete facility orientations based on the criteria in the DCYF approved Implementation Plan.
 - (b) Provide technical assistance as needed to support the use of the substitute pool software, including matching facilities with substitutes.

- (c) Schedule substitutes with facilities in the substitute pool software as needed to remove barriers to participation.

g. Preparing Substitutes

- (1) Health and Safety Training. Provide health and safety training for interested substitutes, as described in the Substitute Pool Administrator Manual (Attachment 1) and the approved Substitute Pool Implementation Plan as described in section 9.b.

- (a) Training will be provided using DCYF developed curricula or training materials pre-approved by DCYF. This includes all pre-service and in-service training for substitute pool participants.

- (b) Required substitute health and safety training shall be recorded in MERIT, provided by state-approved trainers listed in MERIT and associated in MERIT with the Contractor's MERIT established Agency. All state-approved trainers must comply with all of DCYF's training and approval policies as now or hereafter amended including, but not limited to, quality assurance monitoring as described in the training and trainer approval process. DCYF's training monitoring and approval policies may be accessed at:

https://www.dcyf.wa.gov/sites/default/files/pdf/Quality_Assurance_Program_Guide.pdf

- (c) Health and Safety training not developed by DCYF (such as Cardiopulmonary Resuscitation (CPR) must be delivered by a certified or DCYF- approved entity pursuant to Washington State law. The training delivered must align with required national standards in the Washington Administrative Code (WAC) for licensed centers and homes.

- i. In-Service (STARS) hours will not be awarded for minimum health and safety training in accordance with Washington Administrative Code (WAC), including but not limited to First Aid, CPR and Food Handling.

- (d) The Contractor shall verify training completion in MERIT for all substitute pool participants that complete training for all Washington state required health and safety training. Verification requires that the training is recorded in MERIT prior to the Contractor submitting invoices.

- (2) Qualification Review. Verify eligibility qualifications for all substitutes and facilities in MERIT. Data in MERIT will be reviewed prior to payment along with the submitted invoice.

- (3) Provide Technical Assistance. Support substitutes and facilities as needed for MERIT support and planning for required training.

h. Processing Payments to Substitutes

- (1) All substitute hours completed and corresponding payment amounts as described in Exhibit B will be documented on the Contractor's monthly invoice.

- (2) Invoiced amounts must align with the information in the substitute pool software confirming services were delivered. Data reporting from the substitute pool software must be submitted along with the invoice.

- (3) The Contractor shall process payroll, payroll taxes and all other fiscal responsibilities for substitutes.

i. Substitute Pool Program Monitoring

- (1) Gather feedback from substitutes and facilities and compile evaluation reports as part of the monthly reporting.

j. Substitute Pool Software – Manage Substitutes and Facilities

- (1) The contractor shall maintain the current substitute pool software that meets the mutually agreed upon software requirements.

- (2) The Contractor shall maintain the data collected within the current substitute pool software. Data includes substitute pool expenses and reconciliation of substitute hours.

10. UNION NEUTRALITY

- a. The Contractor shall remain neutral on the question of union membership and union representation for family child care and family, and friend and neighbor providers.

11. REPORTS

- a. The Contractor shall provide the following reports to DCYF using a DCYF approved template or software report to document the progress toward performance goals within this contract.

b.

- (1) Monthly Report: Completed and submitted with the monthly invoicing, no later than the fifteenth (15th) day of each month. The monthly report will include a minimum of the following:

- (a) Data related to the implementation of the substitute pool: Number of substitute orientations; number of facility orientation; training delivered including topic, region, language,

- trainer, hours; Substitute hours completed.
- (b) Data regarding technical assistance provided to program participants that can be evaluated and analyzed. Must include a minimum of: Number of, purpose and duration of formal technical assistance sessions delivered (example: MERIT work sessions, Substitute Pool Software work sessions); summary of themes for informal technical assistance (example: frequent email themes, phone calls).
 - (c) A narrative report describing a summary of services related to all elements of service delivery, including but not limited to outreach activities, recruitment and retention of substitutes, facility feedback, implementation successes and challenges.
 - (2) Quarterly Report: Reports are due on October 31, 2024, January 31, 2025, and April 30, 2025, and will include information across all deliverables including narrative and data regarding program implementation, lessons learned, identified risks, and proposed solutions, updates to the implementation plan, and recommendations for DCYF consideration. The 4th and final quarterly report is due July 31, 2025, and will include all information within the quarterly report, plus additional narrative and data indicating cumulative outcomes and a summary and analysis of impact for all contractor deliverables over the last fiscal year.

12. PLANNING FOR FUTURE NEEDS

- a. The Contractor shall meet with DCYF as needed to collaborate on services. This includes, but not limited to, discussions for designing and maintaining the process for development of deliverables, budget discussions for program services to align with or replace the current model, and any course corrections that arise based on unforeseen system changes. Meetings shall occur throughout the duration of this contract at the direction of DCYF or the contractor.
- b. DCYF and contractor will analyze metrics to determine any adjustments to program services, deliverables and costs.

13. COMPENSATION AND VOUCHER PAYMENT

- a. Compensation will be based on a payment schedule as described in Exhibit B, Budget and shall not exceed the total budgeted amount in Exhibit B. Documents and reports will be reviewed by DCYF prior to payment.
- b. Each voucher will be submitted identifying month of service along with support documentation to illustrate how the expenses within the invoice align with activities to support contract deliverables. This includes a description of the work performed for performance in alignment with contract deliverables. Some activities will require documentation of hours completed.
- (1) Invoicing for training must include a spreadsheet indicating participant name, STARS ID when available or an application for a STARS ID, training name, training hours completed, and which program the participant is being charged to.
- (2) A training roster in MERIT must be completed prior to submitting invoices.
- c. Support documentation, as outlined in this contract, will be submitted for DCYF review along with the invoice and will be processed once all required documentation has been received.
- d. If full documentation has not been received, DCYF will process payment for deliverables where all support documents were provided.
- e. Additional support documentation may be requested by DCYF to process payment. DCYF will advise the Contractor in writing of any withheld payment within 30 days of receipt of completed invoice and support documentation. The Contractor can collect and report any missing data and resubmit the billing to meet the requirements of the DCYF.
- f. Travel covered to meet the deliverables of this contract shall not exceed the current State of Washington travel reimbursement rates and must follow Washington State Travel Laws. Current rates for travel can be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>.
- g. The Contractor may invoice DCYF for administrative expenses up to 15% of all costs incurred for contract deliverables.
- h. Technical Assistance activities must be recorded and submitted monthly, as described in section 11 Reports.
- i. If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation for the amount invoiced by the Contractor.



Exhibit B - Budget Report

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

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

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
1. Substitute Hours	1 Cost	\$1,708,896.06	\$1,708,896.06		
2. Substitute Pool Support	12 Monthly	\$34,320.32	\$411,843.84		
3. Reports and Analysis	12 Monthly	\$5,641.67	\$67,700.04		
4. Substitute Training	1 Cost	\$275,840.00	\$275,840.00		\$35/hour
5. Substitute Pool Software	1 Cost	\$34,780.00	\$34,780.00		
6. Administrative Fee	1 Cost	\$374,858.99	\$374,858.99		
		Total:	\$2,873,918.93		

Contract Maximum: \$2,873,918.93

Contract Funding Source(s)

State Funds \$2,873,918.93



Exhibit C - Deliverables Report

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

#	Deliverable Title, Due Note, Description	Due Date
1.00	<p>Monthly Report</p> <p><i>Due on the 15th of each month</i></p> <p><i>Completed and submitted with the monthly invoicing, no later than the fifteenth (15th) day of each month. Includes: data related to the implementation of the substitute pool: Number of substitute orientations; number of facility orientation; training delivered including topic, region, language, trainer, hours; Substitute hours completed. Data regarding technical assistance provided to program participants that can be evaluated and analyzed. Must include a minimum of: Number of, purpose and duration of formal technical assistance sessions delivered (example: MERIT work sessions, Substitute Pool Software work sessions); summary of themes for informal technical assistance (example: frequent email themes, phone calls). A narrative report describing a summary of services related to all elements of service delivery, including but not limited to: outreach activities, recruitment and retention of substitutes, facility feedback, implementation successes and challenges.</i></p>	Jun 30, 2025
2.00	<p>Quarterly Report</p> <p><i>Due on October 31, 2025, January 31, 2025, April 30, 2025.</i></p> <p><i>Reports are due on October 31, 2024, January 31, 2025, and April 30, 2025 and will include information across all deliverables including narrative and data regarding program implementation, lessons learned, identified risks and proposed solutions, updates to the implementation plan, and recommendations for DCYF consideration.</i></p>	Jun 30, 2025
3.00	<p>Annual Report</p> <p><i>Due July 31, 2025</i></p> <p><i>The annual report is due July 31, 2025 and will include all information within the quarterly reports, plus additional narrative and data indicating cumulative outcomes and a summary and analysis of impact for all contractor deliverables over the last fiscal year.</i></p>	Jun 30, 2025



Exhibit D - General Terms and Conditions

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1. DEFINITIONS

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

- a. **“Confidential Information”** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- b. **“Contract”** or **“Agreement”** means the entire written agreement between DCYF and the Contractor, including any Exhibit, attachments, documents, program agreement, materials incorporated by reference, and all amendments hereto. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- c. **“Contractor”** means one not employed by the department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise state 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) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (3) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (4) **Default.** Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (5) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.
- 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. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.
- b. For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.
- c. The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION

- a. **Scope of Protection.** This Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.
- b. **Use of Confidential Information and Sensitive Personal Information**
 - (1) For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:
 - (a) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and
 - (b) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.
 - (2) DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.
- c. **Protection of Sensitive Personal Information**

- (1) The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.
- (2) The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Protection of Sensitive Personal Information).
- (3) **Notice of Third Party Request and Intended Disclosure**
 - (a) **Written Notice Required.** If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.
 - (b) **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third Party Request and Intended Disclosure) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.
 - (c) **Notice Deadline: Disclosure for any Other Reason.** If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.
 - (d) **Basis for Disclosure.** The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.
- (4) If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1 to this Contract.
- (5) The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

d. Information Technology Security Standards

- (1) The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:
 - (a) All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and
 - (b) The Washington State Office of the Chief Information Officer IT Standards.
- (2) The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

e. Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) the Contractor must:

- (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section (DEFINITIONS).
- (2) Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.
- (3) Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
 - (a) DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and
 - (b) DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- (4) Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS), and this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION).
- (5) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- (6) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- (7) Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- (8) Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section (RECORD MAINTENANCE), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) must be destroyed as follows:
 - (a) For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

- (b) For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
 - (c) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - (d) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.
 - (e) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
 - (f) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- (9) Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section (Confidentiality Protection) the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).
 - (10) Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
 - (11) Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager and DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov.

f. Confidentiality Breach

- (1) In the event of a breach by the Contractor of this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
 - (a) Terminate the Contract;

- (b) Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;
- (c) Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or
- (d) Suspend the Contractor's on-line access to accounts and other information.

g. Method of Transfer

- (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. FUNDING CONTINGENCY

- a. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, DCYF may:
 - (1) Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
 - (2) Renegotiate the terms of the Contract under the new funding limitations and conditions;
 - (3) After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
 - (4) Pursue such other alternatives as the parties mutually agree to in writing.

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

18. INDEMNIFICATION

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.
- b. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

19. HEADINGS

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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)

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. TERMINATION FOR CAUSE

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

36. 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.

37. TERMINATION PROCEDURE

- a. Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section (TREATMENT OF ASSETS) shall apply in such property transfer.
- b. DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section (DISPUTES) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- c. The rights and remedies of DCYF provided in this Section (TERMINATION PROCEDURE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
 - (1) Stop work under the contract on the date, and to the extent specified, in the notice;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - (3) Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
 - (5) Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by this Contract or by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
 - (6) Complete performance of such part of the work as shall not have been terminated by DCYF; and
 - (7) Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

38. TREATMENT OF ASSETS

- a. Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- b. Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

- d. If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. 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.

40. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

- a. **Qualified to do Business.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- b. **Suspension & Debarment.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- c. **Quality of Goods or Services.** Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- d. **Wage Violations.** Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Subsection (Wage Violations) and pursuant to RCW 49.48.082, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- e. **Pay Equality.** Contractor represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Contractor agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
 - (1) For purposes of this Subsection (Pay Equality), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.

- (2) For purposes of this Subsection (Pay Equality), the Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (a) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (b) A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
- (3) Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- f. **Procurement Ethics & Prohibition on Gifts.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- g. **Sensitive Personal Information of In-home Caregivers.** Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.17.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

41. WITHHOLDING PAYMENTS

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



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

The Imagine Institute

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 25-1028, attached hereto The Imagine Institute (the "Contractor") has agreed to implement a statewide substitute pool as a service for licensed child care providers..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contact Number 25-1028 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 25-1028. 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 25-1028.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 25-1028, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 25-1028 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 25-1028.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 25-1028 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 25-1028.

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: _____

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Employee/Sub-Contractor/Agent Name:

Signature: _____

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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. 25-1028 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. 25-1028 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 25-1028 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 25-1028 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 25-1028 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. 25-1028, 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 - Substitute Pool Administration Manual



EARLY CARE AND EDUCATION SUBSTITUTE POOL ADMINISTRATION MANUAL



Washington State Department of
CHILDREN, YOUTH & FAMILIES

If you would like copies of this document in an alternative format or language, please contact DCYF Constituent Relations (1-800-723-4831 | 360-902-8060, ConstRelations@dcyf.wa.gov).

Original Date: May 2021 | Revised Date: May 2023
Early Learning Division | Approved for Distribution by Mallerie Lopez, Contracts and Relations Manager



Washington State Department of
CHILDREN, YOUTH & FAMILIES

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Definitions

DCYF: The Washington State Department of Children, Youth, and Families (DCYF).

Early Achievers: Washington’s quality rating and improvement system (QRIS) provides relationship-based professional development supports, including, but not limited to, technical assistance, consultation and coaching, and resources for child care providers to support the child’s learning and development. Early Achievers is also a tool to connect families to child care and early learning programs by using a quality rating system.

Early Start Act (ESA): June 2015 legislation focused on improving access to high-quality early learning opportunities in Washington as a key path to improving outcomes in young children and promoting strong school readiness rates.

Facilities: Licensed family home child care and center child care facilities.

Family Home Child Care: Licensed home-based care in the caregiver’s home.

Family, Friend, and Neighbor (FFN) Provider: Home-based care in the caregiver’s or child’s home provided by caregivers who are relatives, friends, or neighbors who are legally exempt from licensing and receive child care subsidy.

Managed Education and Registry Tool (MERIT): Washington’s workforce and professional development registry. This online portal tracks provider background checks, training records, and qualification data.

Subsidy: Child care subsidy programs provide financial assistance to eligible families to assist with child care costs. These programs provide financial assistance to employees who have children enrolled or who will be enrolled in licensed family home child care or child care centers. For a child care provider to be classified as a subsidy provider, they must have served at least one non-school age child receiving subsidy within the past 12 months.

Substitute Pool Administrator: The Substitute Pool Administrator, the Imagine Institute, provides all responsibilities defined for implementing the Substitute Pool.

Substitute Pool Software: Software that matches eligible facilities with qualified substitutes and manages the substitute jobs.

Vacancy: A job opening that is created by a designated owner or staff in a child care center, family home child care provider, or Substitute Pool Administrator in the Substitute Pool Software that needs to be filled by a substitute.

Verified: Information in an individual’s professional record in MERIT is confirmed valid through a verification process; this may occur by the appropriate DCYF party or may have the option to be verified by the Substitute Pool Administrator.

Overview

The Early Care and Education Substitute Pool (Substitute Pool) is a statewide program that provides licensed child care providers access to qualified substitutes for release time. The program supports the continuity of care for children in licensed programs, ensures staff have access to release time, and supports the recruitment of interested professionals into the early learning field. This manual serves as a support document to the contract statement of work for the administration of the Substitute Pool.

Business Need

The Early Start Act, passed in 2015, marked the beginning of a Substitute Pool and continues to fund substitutes for Early Achievers success. The Collective Bargaining Agreement provides a benefit to licensed family home child care providers of up to five days of paid substitute access. The scope of the Substitute Pool has expanded to serve a greater need and interest. Today, the Substitute Pool serves as a:

1. Workforce pipeline into the early learning field, providing training and resources for those interested in starting a career.

2. Workforce wellness and stability strategy as providers have access to release time to care for personal and program needs.
3. Emergent needs and scheduled coverage strategy to support licensed child care programs to stay within state ratio and licensing requirements.

Roles and Responsibilities

The Washington State Department of Children, Youth, and Families (DCYF) and the Substitute Pool Administrator each have responsibilities to ensure successful implementation of the Substitute Pool.

DCYF Responsibilities

1. Process portable background checks for substitute applicants.
2. Maintain portable background check status for substitute applicants.
3. Process payment to Substitute Pool Administrator for Substitute Pool implementation and administration, including reimbursement for payments to substitutes or facilities.
4. Maintain substitute and facility qualification data in MERIT.
5. Ensure Substitute Pool Administrator has appropriate access to MERIT to administer the program.
6. Ensure Substitute Pool Administrator has appropriate access to the substitute management software to administer the program.
7. Ensure Substitute Pool Administrator has access to the knowledge needed to use DCYF data, project required DCYF systems, and the Substitute Pool Software.

Substitute Pool Administrator Responsibilities

1. Recruitment of substitutes and facilities.
2. Provide customer service for facilities and substitutes.
3. Develop and deliver substitute and facility orientations according to DCYF requirements.
4. Verify minimum qualifications for substitutes and facilities in MERIT.
5. Actively manage substitute and facility participation in the Substitute Pool Software.
6. Manage and maintain the Substitute Pool Software.
7. Act as employer or contractor of substitutes, including the processing of payroll, payroll taxes, etc.
8. Collect the facility's payment for substitute services.
9. Schedule substitutes with facilities as needed to remove barriers to participation.
10. Develop and monitor a feedback/evaluation system, responding to and providing technical assistance as needed.
11. Establish capacity to use DCYF data, DCYF systems, and the Substitute Pool Software.
12. Maintain program data, including Substitute Pool Software, to ensure accurate, up-to-date reporting.

Substitute Pool Implementation

The Substitute Pool is a statewide service that ensures access to all licensed family home child care and center providers. The availability of substitutes is dependent on funding availability based on program type. A private pay option is available.

The Substitute Pool implementation plan is developed by the Substitute Pool Administrator and approved by DCYF. The implementation plan that will address how to meet the need in fiscal year 2024 will be available at the beginning of the fiscal year.

Marketing and Recruitment

The Substitute Pool will reduce barriers for low-income and culturally diverse providers. Substitutes must reflect the diverse needs of early learning programs around the state, and facilities must be matched with substitutes who are culturally and linguistically appropriate. The marketing and recruitment for substitutes must reach a diverse population

and provide marketing materials in multiple languages, including English, Spanish, and Somali, and target both licensed family home child care and center providers.

The Substitute Pool marketing and recruitment strategy will be managed by the Substitute Pool Administrator with support from DCYF. DCYF will provide additional support, such as developing how-to guides to navigate MERIT, providing data to support recruitment, and distributing marketing materials wherever possible.

Substitute Qualifications and Approval

The Substitute Pool Administrator will connect with interested substitutes, ensure qualifications are met, and approve substitutes to be active within the Substitute Pool.

Managing Substitute Interest

A potential substitute contacts the Substitute Pool Administrator or indicates their interest in being a substitute by checking a participation checkbox on their Professional Record in MERIT. By checking this box, the substitute applicant agrees to share their qualification data in MERIT with the Substitute Pool Administrator. Once a potential substitute has expressed interest, the Substitute Pool Administrator will:

1. Inform the substitute applicant of the qualifications to be a substitute and include a minimum of the following:
 - Information on how to register in MERIT.
 - Information on how to complete a Portable Background Check (PBC).
 - A list of the qualifications.
 - A phone number to reach the Substitute Pool Administrator for support and to find training.
2. If not already registered with MERIT, the substitute applicant will need to create a MERIT Profile before they can mark the Substitute Pool participation box. If needed, the Substitute Pool Administrator will assist the substitute applicant with MERIT registration or substitute interest. The internal and external Substitute Pool Administrators can check the participation box on behalf of the interested substitute in their Professional Record in MERIT.
3. The substitute applicant will work to meet required qualifications with support from the Substitute Pool Administrator. This includes understanding the qualifications, finding training opportunities, and ensuring their record is up to date with completed trainings in MERIT.

Substitute Qualifications

To be qualified as an eligible substitute, the following must apply:

1. Minimum of 18 years of age.
2. Complete the substitute orientation and substitute orientation documents required by DCYF or the Substitute Pool Administrator.
3. Have a MERIT professional record with evidence of the following (all trainings must be verified):
 - Initial Training Requirement (Child Care Basics)
 - Cleared PBC
 - Mandated Reporting: Recognizing Child Abuse and Neglect training
 - Safe Sleep training
 - Blood Borne Pathogens training
 - Pediatric First Aid or Basic/Standard First Aid
 - CPR for Infants, Child, and Adults or CPR for Child and Adult (CPR must be a hands-on training)
 - Food Handler permit
 - TB Test results

Substitute Orientation

Once qualifications have been verified or there is a plan in place to complete them, substitutes must attend a substitute orientation developed by the Substitute Pool Administrator that covers at a minimum:

1. Role of Substitute Pool Administrator.

2. Photo taken for identification badge:
 - The badge must be worn when on-site at a facility. If forgotten, the substitute MUST have a government-issued ID such as a driver’s license with them to perform service.
 - The badge must include the following information on the front:
 - Photo.
 - Position title (Substitute).
 - Substitute Pool Administrator logo.
 - Substitute name.
 - Phone number of Substitute Pool Administrator.
3. Training on the Substitute Pool Software that includes, but is not limited to, creating a profile, searching for available jobs, accepting jobs, and leaving feedback.
4. Overview of licensing standards in alignment with Washington Administrative Code (WAC) requirements and definitions, including:
 - Child supervision requirements (including napping).
 - Guidance/discipline techniques (including restraint policy).
 - Food service practices.
 - Off-site field trips.
 - Transporting children, if applicable.
 - Medication management and storage.
 - Health, safety, and sanitization procedures (including handwashing and contagious disease recognition and prevention).
 - Medical emergencies, fire, disaster, and evacuations.
 - Mandatory reporting of suspected child abuse and neglect.
 - Pick up and drop off requirements.
 - Requirements for authorized person sign in and sign out of children.
5. Confidentiality – i.e., not sharing information about children unnecessarily, ensuring documents with family/child information are stored in a confidential manner.

Substitute Status

The Substitute Pool Administrator will use MERIT to manage the substitute applicant’s qualifications and corresponding Substitute Pool Status, making them active in the Substitute Pool. Detailed instructions and an “At-A-Glance” sheet are [available here](#). Substitute Pool Statuses for substitutes include:

Pending: Substitute has indicated interest.

Initial Substitute Pool Status once a substitute applicant has indicated their interest by checking the participation checkbox on their professional record in MERIT.

Finishing Qualifications: Substitute is working on qualifications.

Secondary status once the Substitute Pool Administrator has contacted a Substitute Pool applicant and developed a plan to meet all qualifications.

Approved: Meets all qualifications.

Once the Substitute Pool applicant meets all qualifications, the Substitute Pool status becomes approved, making the Substitute Pool applicant qualified to work as a substitute.

Not Approved: Substitute does not meet qualifications.

If a Substitute Pool applicant does not meet all qualifications, they become unfit to work as a substitute at any time, or they are no longer interested, their Substitute Pool status becomes Not Approved, and the reason will be entered into MERIT. The not approved reasons include:

- Lack of work

- No longer available to work
- Substitute Orientation not complete
- Health and Safety requirements not met
- Substitute Pool program documentation not complete
- Pre-service qualifications not met
- PBC not cleared
- PBC expired
- Education Requirements not met
- Approved in error
- Approval removed by DCYF

Managing Substitute Participation

The Substitute Pool Administrator will manage substitute participation in the Substitute Pool using MERIT to ensure that only fully and currently qualified substitutes are active in the Substitute Pool Software and providing services. Detailed instructions and an “At-A-Glance” sheet are [available here](#).

1. The Substitute Pool Administrator will have access to qualification data in MERIT for those individuals who have indicated their interest in participating as substitutes in the Substitute Pool. The Substitute Pool Administrator will use MERIT to:
 - Review Substitute Pool applicant’s progress toward completing qualifications.
 - Verify substitute health and safety qualifications upon review of proof of completion.
 - Actively review all qualification data to ensure ongoing compliance with qualifications.
2. If a qualification is expired or will expire soon, the Substitute Pool Administrator will:
 - Notify the substitute.
 - Provide the substitute with resources, support, and adequate time to renew their qualifications.
 - Update the substitute’s Substitute Pool Status in MERIT to “Not Approved” and note the appropriate “Not Approved Reason” (if qualification is expired).
 - Indicate in the Substitute Pool Software that they are no longer qualified to provide substitute services (if the qualification is expired).
3. If the substitute has informed the Substitute Pool Administrator that they no longer want to be part of the program, the Substitute Pool Administrator will update their status in MERIT to “Not Approved” and note the appropriate reason.
4. Substitutes can re-apply for the Substitute Pool by contacting the Substitute Pool Administrator or indicating their interest on their Professional Record in MERIT.

Facility Qualifications and Approval

Early Learning programs across the state are working toward providing higher quality care for children and may have access to the Substitute Pool to continue to reach their program goals and tend to their personal needs.

Managing Facility Interest

The Substitute Pool Administrator will have access to facility contact information in MERIT that meets the Substitute Pool facility qualifications and will conduct outreach to gather interest in participating in the program.

Facilities interested in participating can contact the Substitute Pool Administrator to discuss eligibility requirements and indicate their interest. Once a facility has expressed interest in participating in the program, the Substitute Pool Administrator will:

1. Inform the facility of the facility qualifications and include a minimum of the following:
 - A list of qualifications.
 - A phone number to reach the Substitute Pool Administrator for support.

2. If the Substitute Pool Administrator finds that a facility they reached out to is not interested in participating in the Substitute Pool, then the Substitute Pool Administrator will:
 - Use MERIT to indicate that the facility is not interested.
3. If at any time the facility becomes interested in participating in the Substitute Pool, they can contact the Substitute Pool Administrator.

Facility Requirements for Accessing Substitute Hours

Facility requirements may be modified throughout the year as needed based on funding availability or other program needs. DCYF will contact the Substitute Pool Administrator to work on program changes and communication protocols as needed.

To have a substitute placed in a provider's facility, the following must apply:

1. Be in good licensing status; this means having a non-expiring license that is not suspended, revoked, or on probationary status.
2. Complete the facility orientation and facility orientation documents required by DCYF or the Substitute Pool Administrator.
3. **CBA Funding** (Family Home Child Care): To access state funded substitute hours through the Collective Bargaining Agreement (CBA), the following must apply:
 - a. Be covered by the CBA.
 - b. Be a licensed family home child care provider serving at least one non-school-age child receiving subsidy within the past 12 months.
4. **ESA Funding** (Centers and Out of Unit Family Homes Child Cares): To access state-funded substitute hours as a licensed provider, the following must apply:
 - a. Be a licensed child care center or family child care provider not covered by the CBA
 - b. Facility must be a licensed provider enrolled and participating in Early Achievers.
 - c. Facility must self-certify that time will be spent to focus on Early Achievers program participation and progress.
5. **Private Pay**: To access substitute hours as a private pay option, the following must apply:
 - a. Facility must be a licensed facility (may include family home child care providers, center providers, school-age programs, licensed Head Start, and ECEAP programs).
 - b. Agree to the terms and conditions of paying for one's own substitute coverage (criteria is under development).

Allowable Activities

Facilities may use the Substitute Pool for many activities. Allowable activities depend on the funding source.

1. CBA Funding – Family home child care providers, covered by the CBA.
 - a. Licensee vacation
 - b. Licensee sick leave
 - c. Cover staff leave (maintain ratio)
 - d. Professional learning – off-site
 - e. Professional learning – on-site
 - f. Participate in off-site work activity (community meeting, workgroup)
 - g. Other reason
2. ESA Funding – Child care center providers and family home child care providers, not covered by the CBA.
 - a. Cover staff leave (maintain ratio)
 - b. Professional learning – off-site
 - c. Professional learning – on-site
 - d. Participate in off-site work activity (community meeting, workgroup)
 - e. Other reason

Facility Orientation

Once a facility has been deemed eligible to access substitute hours, facilities must complete an orientation developed by the Substitute Pool Administrator. The orientation can be in-person or through a distance learning option such as a webinar or recorded video. The orientation must cover:

1. Training on the Substitute Pool Software that includes, but is not limited to, creating a profile, posting vacancies, accepting substitutes, reconciling past jobs, and leaving feedback.
2. Participation requirements.
3. Payment structure and documentation requirements.
4. Required forms (substitute evaluation form, parent notification form, etc.).
5. Facility Agreement with the Substitute Pool Administrator, including required documentation and who has authority to manage their Substitute Pool Software account.
6. Policy surrounding the misuse of the Substitute Pool including disqualification activities.
7. Insurance requirements/liability agreement as determined by the Substitute Pool Administrator and reviewed by DCYF.

Facility Status

The Substitute Pool Administrator will use MERIT to verify the facility's eligibility and corresponding Substitute Pool Statuses, making them active in the Substitute Pool. Detailed instructions and an "At-A-Glance" sheet are [available here](#). Substitute Pool statuses for facilities include:

Eligible: Meets qualification requirements.

Facilities that meet the qualification criteria have an initial Substitute Pool status of Eligible.

Finishing Qualifications: Finishing required orientation and documentation.

Facilities that have been contacted by the Substitute Pool Administrator and are planning to complete the orientation and orientation documents.

Approved: Completed all qualifications.

Once the Substitute Pool Administrator verifies that all qualifications are met, they are now approved to participate in the Substitute Pool.

Not Approved: Does not meet qualification requirements

If a facility does not meet all qualifications at any time, their Substitute Pool status becomes Not Approved. The Not Approved reasons include:

- Facility Orientation incomplete.
- Facility Documentation incomplete.
- Licensing status.
- Early Achievers participation status.
- Subsidy status.
- Level 3, never used a substitute.
- Approved in error.
- Approval removed by DCYF.
- Approval removed by Substitute Pool Administrator.

Not Interested: Eligible but not interested.

If a facility is eligible but not interested in participating in the Substitute Pool, they have a status of Not Interested. The facility can participate in the Substitute Pool at any time in the future by contacting the Substitute Pool Administrator and letting them know they are now interested.

Managing Facility Participation

The Substitute Pool Administrator will manage facility participation in the Substitute Pool using MERIT to ensure that only qualified facilities are active in the Substitute Pool Software and accessing substitute services. Detailed instructions and an “At-A-Glance” sheet are [available here](#).

1. The Substitute Pool Administrator will have access to qualification data in MERIT for those facilities that are participating in the Substitute Pool. The Substitute Pool Administrator will use MERIT to:
 - Verify that all active facilities meet all qualifications for participation in the Substitute Pool.
 - Review facilities’ progress towards meeting qualifications.
 - Actively review all qualification date to ensure ongoing compliance with program qualifications.
2. If a qualification has not been met, the Substitute Pool Administrator will:
 - Notify the facility.
 - Provide the facility with resources and support to meet that qualification.
 - Update the facility’s Substitute Pool Status in MERIT to “Not Approved” and note the appropriate “Not Approved Reason.”
 - Indicate in the Substitute Pool Software that they are no longer qualified to access substitute services.
3. If the facility informs the Substitute Pool Administrator that they no longer want to participate in the program, the Substitute Pool Administrator will update their Substitute Pool status in MERIT to “Not Interested.”
4. Facilities can re-apply for the Substitute Pool by contacting the Substitute Pool Administrator.

Connecting Substitutes with Facilities

The Substitute Pool Software

The Substitute Pool Administrator maintains and hosts the Substitute Pool Software. Substitute Pool Software requirements are mutually agreed upon between DCYF and the Substitute Pool Administrator.

Once the Substitute Pool Administrator has verified in MERIT that all qualifications are met for both substitutes and facilities, then the Substitute Pool Administrator will add those substitutes and facilities to the Substitute Pool Software. The Substitute Pool Software is where the connection happens for placements. A facility may request a specific substitute through the Substitute Pool Software or by contacting the Substitute Pool Administrator.

There are various roles within the Substitute Pool Software. These include:

- Administrators: Can complete the following activities; DCYF and the Substitute Pool Administrator have administrative permissions.
 - Managing and creating facility and substitute records within the system.
 - Managing facility and substitute program qualifications and ensuring program compliance within the system.
 - Support for users navigating the system.
- Facilities: Eligible family home child care and child care center facilities that participate in the Substitute Pool.
- Substitutes: Eligible substitutes that participate in the Substitute Pool.

Managing Vacancies

Vacancies are similar to job absences. The system uses vacancy profiles to ensure adequate matching of substitute skills and vacancy needs. Vacancy profiles can be considered job types within the software system. A facility identifies the vacancy they have, and the matching of a substitute is based on that vacancy profile. For example, a facility identifies they have a vacancy need for a Spanish-speaking substitute. A substitute with that skill set can indicate their ability to meet the requirements and ability to be there for the time of service.

Some other expectations of using the Substitute Pool Software include:

1. The facility contact, typically the owner/director, is the manager of all substitute requests for facilities.

2. The Substitute Pool Administrator may create a vacancy for a facility or accept a job on behalf of the substitute/facility if that support is requested by the facility.
3. The facility must indicate the activity they will be doing that qualifies for substitute use.
4. Documentation of allowable use must be maintained by the facility for the Substitute Pool Administrator to audit at will.

Filling Vacancies

The program is designed to allow facilities to create vacancies and substitutes to fill a vacancy or be assigned the vacancy. The Substitute Pool Administrator can help both the facility and the substitute complete any of the tasks below by providing technical assistance or entering the information directly into the Substitute Pool Software. To fill a vacancy in the Substitute Pool Software, the following occurs:

1. The facility creates a vacancy in the Substitute Pool Software.
2. The facility can assign a specific vacancy to a substitute, and the substitute will be notified. The substitute also has the option of searching for open vacancies within the Substitute Pool Software and accepting them.
3. The facility is notified when their vacancy has been accepted and by whom.
4. The substitute can search for available jobs that meet their interest.

Substitute Performs Service

On-Site Walk-Through

Substitutes are required to attend an on-site orientation performed by the facility contact at the beginning of each assignment to orient the substitute to the physical space, the needs of the children in care, and any safety information. An on-site walk-through checklist will be provided by the Substitute Pool Administrator and must be signed by both parties to attest that the orientation has been performed. The signed checklist will be kept onsite at the facility. The Substitute Pool Administrator may audit the facilities to see the signed checklists. DCYF may review the Substitute Pool Administrator's audit records. Substitutes will be paid for up to one hour for on-site orientation time in addition to the time direct service is performed.

Substitute Performance

When the substitute arrives on-site for the day, the substitute must wear a picture ID provided by the Substitute Pool Administrator while they are at the facility. At the end of their day, they may only leave when the designated facility contact releases them or when there are no children left in care.

The facility reconciles that the job has happened by verifying the hours worked within the Substitute Pool Software.

Evaluations

The facility and the substitute will provide feedback about their experience through the Substitute Pool Software. The feedback will not be openly visible to the other party, but the Substitute Pool Administrator and DCYF will be able to view the feedback. System improvements, based on this feedback, will be included in the Substitute Pool Administrator's annual report.

Feedback questions will address at a minimum the following:

- Questions for the Facility:
 - Name of person completing the form.
 - Service date.
 - Was the substitute on time?
 - Did the substitute follow the plans/directions you provided?
 - Were you satisfied with the service provided by the substitute? On a scale of 1-5, unsatisfied- average- extremely satisfied.
 - Comments text box.

- Questions for the Substitute:
 - Name of person completing the form.
 - Service date.
 - Did the provider return on time?
 - Were the plans/directions clear?
 - Was there enough on-site facility training provided?
 - Is there anything else that would have helped while on-site?
 - Would you be interested in working at this facility again?
 - If no, why?

Paying Substitutes

- The Substitute Pool Administrator verifies that payment should be made by:
 - Checking to ensure that documentation supporting the reason for substitute use has been collected.
 - Confirming the number of hours worked by viewing the Substitute Pool Software.
 - If any required information for payment is missing, the Substitute Pool Administrator will follow up with the facility/substitute to obtain the missing information or collect payment.
- Substitute Pool Administrator pays the substitute or reimburses facility for services performed.
 - The administrator will run payroll on a regular schedule rather than per assignment.
 - Reimbursements from DCYF to the Substitute Pool Administrator will be negotiated based on the terms of the vendor contract.
 - The Substitute Pool Administrator manages tax reporting and all legal responsibilities.

Continuous Quality Improvement

The Substitute Pool Program Administrator will develop an approach for providing DCYF recommendations for continuous quality improvement of the Substitute Pool Software. Areas of consideration include but are not limited to:

- Program Implementation: Allowable and qualified activities, use of the Substitute Pool, recruitment.
- Substitute Preparation: Is the pre-service training sufficient? Would in-service training be valuable?
- Facility Preparation: Are facilities prepared for using the Substitute Pool?
- Evaluation: Methods for ongoing feedback such as focus groups and use of evaluation forms.