



SERVICE CONTRACT

Home Visiting Systems Implementation: Private Innovation and Public Stewardship

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 Start Early, a Nonprofit Corporation, and is licensed to conduct business in the state of Washington, (hereinafter referred to as "Contractor"), located at 33 West Monroe Street, Suite 1200, Chicago IL 60603.

CONTRACTOR BUSINESS ADDRESS

Start Early
33 West Monroe Street, Suite 1200
Chicago IL 60603
TIN: 36-3186328
UBI: 604-475-542

CONTRACTOR CONTRACT MANAGER

Mike Hoffman
Chief Operating Officer
mhoffman@startearly.org
Phone: (312) 291-2159

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Nelly Mbajah
Home Visiting Policy and Systems Ma
nelly.mbahaj@dcyf.wa.gov
Phone: (360) 791-7299

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

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

THE PURPOSE OF THIS CONTRACT is to support and provide technical assistance in Washington State to local implementing agencies (LIAs) funded through the Home Visiting Services Account (HVSA) as described in the Revised Code of Washington (RCW) 43.215.130, and in support of the federally funded Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) Program as well as other private and public funds supporting the HVSA.

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 - Federal Certifications and Assurances
- Attachment 4 - Start Early Training and Technical Assistance SFY23
- Attachment 5 - FY22 Practice Profile Update
- Attachment 6 - DCYF and Ounce MOU effective 12.12.2019
- Attachment 7 - FY25 Budget

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

3. STATEMENT OF WORK

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

4. PERIOD OF PERFORMANCE

The effective date of this contract, shall commence on July 1, 2024 and 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 \$1,433,500.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

- 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: Nelly Mbajah
PO Box 40970
Olympia WA 98504-0970

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

Start Early

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

Signature

Signature

Name

Name

Title

Title

Date

Date



Exhibit A - Statement of Work

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1. Purpose and Background:

The purpose of this contract is to specifically outline and describe the activities and payment structure for training and technical assistance provided by the Start Early Implementation HUB to local implementing agencies (LIAs) funded by the Home Visiting Services Account (HVSA). Attachment 6: DCYF and Ounce MOU effective 12.12.2019 is attached as a reference for the purposes of this contract describing the bigger picture work between the Contractor and DCYF, but this overarching work between agencies and for other bodies of work, or broader advocacy is not covered in this contract.

- a. The technical assistance provided to HVSA LIAs keeps at its core Implementation Science, HVSA and MIECHV requirements, and the HVSA aligned measures. This ensures DCYF, the HVSA, and LIAs are able to utilize data for program improvements and to effectively serve families in Washington State while demonstrating appropriate stewardship of public dollars.
- b. Maintain a staffing structure that will provide sufficient support HVSA funded LIAs as outlined in this statement of work. See Exhibit D: General Terms and Conditions, section 8 for description of required submissions to DCYF around contractor staffing.
- c. The Implementation HUB documents describing the structure of technical assistance and training are foundational documents.
 - (1) Attachment 4: Start Early Training and Technical Assistance
 - (2) Attachment 5: FY22 Practice Profile Update
- d. Any changes to these foundational documents will occur during annual contract negotiation and will remain fixed during each contract period, for purposes of performance-based contract deliverables and evaluation activities.

2. Technical Assistance:

The Hub defines technical assistance as targeted and customized supports by a TA provider to develop or strengthen program implementation, processes, knowledge application, and service delivery to implement high quality home visiting.

- e. The Contractor will provide individualized technical assistance to LIAs in accordance with program implementation stage, home visiting model, and/or performance issues as outlined in the leveling framework to ensure high-quality implementation *see Attachment 5: Start Early Training and Technical Assistance*. Quarter one (1) and two (2) technical assistance sessions with each LIA will include Annual Technical Assistance Discussion and TA Plan development.
 - (1) Deliverables:
 - (a) As needed, work with LIAs to develop a model fidelity/compliance letter for LIAs to submit with Quarter two (2) deliverables to DCYF.

(b) Written documentation of each plan to provide individualized TA to each LIA using the leveling approach as outlined in the Practice Profile is due to DCYF by October 31, 2024.

a. As applicable, technical assistance plans will include support to LIAs on maintaining active enrollment of 85% or higher of their HVSA contracted slots. This will help ensure that the HVSA can continue to meet grant and fund source requirements for current and future funding opportunities.

b. A summary in table format will be provided with the TA plans deliverable that outlines each HVSA funded LIA by name, the level assigned, and if LIA is funded by other sources that will also be in contract with Start Early to provide TA. The summary will also describe trends in technical assistance goals with implications for the larger home visiting system.

(c) The TA plan for each LIA will be reviewed by the Contractor, with consultation with DCYF, for potentially needed adjustments in April 2025. Overarching changes to the plan must be written and submitted to DCYF no later than April 30, 2025.

(d) Maintain detailed documentation of each incidence of technical assistance and synthesize them in the Implementation Hub report each quarter using an agreed upon template to be mutually finalized by August 30, 2024.

(e) In accordance with HVSA-wide systems contracts held by DCYF, the Contractor will minimally ensure HUB model specific staff are provided, and approved by, national model offices in compliance with their requirements.

(f) Reimbursement of a flat fee per TA occurrence per LIA is as follows:

TA Level	Minimum Required	Rate per level of support
Level 1	4	\$334
Level 2	6	\$361
Level 3	12	\$468

(g) Reimbursement of a flat fee per supervisor meeting is as follows:

Home Visiting Models	Minimum Required	Rate per Meeting
1.Nurse-Family Partnership 2.Parents as Teachers 3.ParentChild+	10x3 per year	\$4,063

(h) Reimbursement of a flat fee per small group TA session or community of practice meeting:

Includes:	Minimum Required	Rate per Meeting
Model-specific small-groups Cross-model Communities of Practice Home Visiting Peer Connections	18	1,070

a. Deliverable: A yearly plan for small group learning opportunities will be submitted to DCYF by August 30, 2024 to identify yearly topics and supports needed as identified through the TA plans and annual surveys. Changes in the plan should be communicated prior to implementation to DCYF during regularly-scheduled professional development cross-team meetings and documented in meeting notes.

b. Total reimbursement for technical assistance activities shall not exceed \$484,838.

f. Continuous Quality Improvement:

The Hub supports continuous quality improvement (CQI) as a core component of supporting implementation drivers and home visiting practice. Continuous improvement is important at any stage of implementation and is a foundational part of Implementation Science (IS). CQI methods and tools may be applied to address monitoring or implementation concerns (i.e., enrollment, performance measures, model elements) or target specific areas of home visiting practice. These CQI activities are imbedded in HUB Practice Profile offerings as also described in section 2.a.

- (1) Lead Continuous Quality Improvement (CQI) strategy and activities with LIAs in coordination with DCYF and DOH, including:
 - (a) Serving as the Washington state CQI lead for federal MIECHV program CQI activities, the CQI lead and at least one other staff will participate in the MIECHV Annual Grantee meeting
 - (b) Support the writing, development and implementation of the MIECHV CQI Plan Update due February 2024 or timeline provided by HRSA.
 - (c) Developing and managing HVSA learning collaborative opportunities for LIAs focused on the outcomes identified in collaboration with DOH and DCYF.
 - (d) Host and facilitate monthly CQI webinars.
 - (e) Support LIA CQI capacity through, as applicable, written materials, webinars, individual consultation, and contracts with external resources and subject-matter experts.
 - (f) Provide and document LIA participation in at least two individual CQI coaching calls or small-group (max of three LIAs) technical assistance sessions. Incorporate DOH team members for support with LIA data collection and analysis capacity.
 - (g) Collecting and synthesizing best practices and lessons learned through CQI projects.
 - (h) Provide monthly CQI updates submitted through the HVSA newsletter and quarterly through the quarterly Hub report. Maintain and update at least once per year with other updates as necessary the CQI Toolkit hosted on the DCYF website.
 - (i) Lead staffing for state-level CQI cross team.
 - (j) Collaborate with DOH to identify areas for system-wide improvement work based on program coaching as well as LIA specific data analysis and reporting statewide data analysis and trends, such as statewide SMARTIE AIMs.
 - (k) Complete an annual report to DCYF on the impact of the CQI process.

3. Training and Professional Development:

Training and professional development activities promote the development of specific skills and competencies across the home visiting workforce.

- a. Provide trainings for new home visitors on HVSA-required screening tools, including:
 - (1) The ASQ-3 and developmental screening (one training between July and December 2023, one training between January and July 2024)
 - (2) The PHQ-9 and perinatal mental health (one training between July and December 2024, one training between January and July 2025),
 - (3) The PICCOLO (at least two training between July 2024 and June 2025)
 - (4) The Healthy Families Parenting Inventory as requested by DCYF based on LIA interest
 - (5) Maintain a list of professional development and training opportunities on the Start Early Washington website.
 - (6) Provide training dates at least 60 days in advance of the training, prioritizing HVSA funded programs for registration
 - (7) Lists of attendees for each training and the LIA they are employed by will be submitted to DCYF in quarterly reports.
- b. Training schedule details will be submitted to the DCYF Workforce Specialist on the following timeline:
 - (1) October 15, 2024: Contractor will provide programming dates for January through June 2025 due to DCYF, including name of training or programming description, max # participants, training registration link.
 - (2) April 15, 2025: Contractor will provide projected contract programming dates for July 2025 through December 2025 due to DCYF, including name of training, training description, max # participants, training registration link. By July 10, 2025 provide finalized dates.
 - (3) Advise as requested on Fall and Spring All HVSA logistics.

- c. Support DCYF in agenda and content planning for the Spring 2025 All-HVSA meeting.
 - d. Develop resources to help home visiting programs implement core competencies into daily practice. Specific activities will be submitted in a workplan by September 30, 2025 outlining a timeline and specific next steps for the following objectives:
 - (1) Develop tools and resources for use by programs in program management, including translated versions as possible.
 - (2) Work with home visiting training entities to understand which Washington Core Competencies are currently addressed in existing trainings available to home visiting programs.
 - (a) DELIVERABLE: Complete a catalogue of currently available trainings and the primary competencies that they address. Include analysis of which competencies are widely addressed by existing trainings and which ones are not.
 - (b) DELIVERABLE: Develop draft competencies for trainers, or trainer guidelines, using lessons learned and existing research.
 - (3) In partnerships with DCYF, synthesize existing analyses of professional development gaps and mutually determine priorities/strategies for addressing those gaps.
 - (4) Design and recommend processes to secure workforce advisement about revisions to the core competencies in future versions.
 - (a) DELIVERABLE: Submit proposed plan to DCYF for discussion and review.
- 4.
- a. Participate in the cross-HVSA workforce and professional development cross-team and engage as requested and agreed upon regarding activities such as onboarding work and DCYF-led professional development initiatives

5. Systems Collaboration:

These connections support alignment across Start Early, DCYF, and DOH to promote a coordinated and consistent HVSA system.

- a. Support continued strategy development for management of the HVSA portfolio by participating in cross-team strategy workgroups as requested.
- b. Support MIECHV related grant activities that might include things like: inform state TA plan, participate in specific technical assistance opportunities as requested by DCYF, and others
- c. Lead/participate in Trio cross-team meetings as requested.
- d. Provide content for LIA-directed communications that are distributed by DCYF. This includes but is not limited to; submission of monthly newsletter articles to DCYF by agreed upon dates and content for email news blasts to DCYF by the 2nd of every month, as well as ad hoc web site content.
- e. Support planning and facilitation of Trio retreats as organized by DCYF. The nature of contractor planning supports is subject to final agenda topics but may include team building exercises, developing frameworks for Cross-Trio collaboration, and exploration of enrollment challenges using model and/or CQI lenses.

6. Governance:

The HVSA Governance structure ensures that leadership of the HVSA promotes a strong, enabling environment for home visiting programs to operate within so that programs can effectively serve families. Start Early will collaborate with DCYF on the planning and facilitation of the following home visiting governance structures. These activities will promote an enabling service delivery environment by promoting strategic and operational coordination across funding streams and systems partners.

- a. Washington State Home Visiting Coordination
 - (1) Start Early will plan and convene Home Visiting Funder and DCYF will participate.
- b. HVSA Governance: Start Early will partner with DCYF in implementing HVSA Governance activities to ensure collaboration across diverse perspectives to inform the HVSA system.
 - (1) HVSA Home Visiting Advisory Committee: Participate as members of the HVAC planning and appropriate sub committees and attend up to 6 meetings.
 - (2) The HVSA Management Team manages strategic planning and daily tactical implementation of the HVSA. Start Early will participate in monthly meetings and semi-annual retreats .
- c. The HVSA Trio Partnership leverages cross-agency workgroups to support implementation of the HVSA. Start Early will participate and/or lead regularly scheduled Trio cross-team meetings and monthly Trio Meetings as agreed upon.

7. Operations

- a. Submit the required staffing plan, organizational chart, and notification of any staffing changes as required in the General Terms and Conditions of this contract.
- b. Provide quarterly updates on the continued build-out and refinement of Start Early's data collection plan, specifically:
 - (1) Maintain implementation of existing data collection tools and strategies
 - (2) Develop plans for adding data collection protocols for Level 3 (Behavior Change).
 - (3) With Q2 deliverables, submit an updated practice profile that incorporates refined data collection protocols
- c. Quarterly HUB reports: Due quarterly. Please refer to Exhibit C: Deliverables for due dates.
- d. Match Letters: As described under Revised Code of Washington (RCW) 43.216.130, the Contractor will submit to DCYF, each quarter, letters outlining private match dollars received for that quarter. Due quarterly please refer to Exhibit C: Deliverables for due dates.

8. Publicity, Publication and Acknowledgements:

- a. The Contractor will maintain an HVSA portion of its website in coordination with the DCYF HVSA website.
- b. DCYF must comply with Washington State public disclosure law (Chapter 42.56 RCW) and with regulations set forth in HIPAA and FERPA.
- c. If the Contractor wishes to issue a press release or public report announcing this Contract, or otherwise use DCYF's name or logo for purposes related to this Contract, the Contractor shall contact the DCYF Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain prior approval.
- d. For all press releases or public reports approved by DCYF, the Contractor shall include the name and logo of DCYF and that the project is funded by the State of Washington, Washington Department of Children Youth and Families and Home Visiting Services Account.

9. Certificate of insurance:

- a. The Contractor shall submit a Certificate of Insurance (COI) that meets the requirements in the General Terms and Conditions of this contract; within 30 days of contract execution date.

10. Compensation and Voucher Payment:

- a. *Attachment 7: Start Early detailed budget* contains the detailed budget for the work encompassed in this statement of work and is a guide to establish back-up documentation to accompany each invoice.
 - (1) For budget payment points that capture direct invoicing for actuals the Contractor shall submit at least monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period:
 - (a) Monthly Expense Summary by fund source (e.g. MIECHV, State Gen Fund, State i502) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
 - (b) Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. MIECHV, State Gen Fund, State i502) describing reimbursed hours for each staff person paid under the contract for that period; and
 - (2) For budget payment points that are invoiced in units the Contractor shall submit, at least quarterly, a properly completed A-19 Voucher accompanied by the following documentation of the actual units of service delivery incurred during the period:
 - (a) Quarterly breakdown by each unit, how many units were delivered, at which TA level, and to be reimbursed by which fund source.
 - (b) Quarterly HUB TA report to provide details on amounts, method, topics, and other pertinent details as requested. Will be provided rolled up by each home visiting model and broken out by LIA level.
 - (c) Contractor is responsible for keeping detailed logs on time, date, participants, for each invoiced unit. To be provided to DCYF upon request.
 - (3) Payment shall be based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget. Except in where billing per unit is required.

- (a) General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;
 - (b) Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
 - (c) Other detailed supporting financial documentation upon request-such as employee time sheets, travel and major expense documentation-to be further defined by DCYF.
 - (d) DCYF Contract Manager will be monitoring the work in progress in conjunction with project staff and when invoices are submitted without a deliverable, when work has not yet been completed, the DCYF Contract Manager will rate the performance satisfactory or not satisfactory, and will agree to pay all of the hours invoiced or request to negotiate payment with Contractor prior to payment.
- (4) Travel: The Contractor shall receive compensation only for lodging, per diem, and meal expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>.
- (a) When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, an exception may be made only when pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), documented, and available for review.
 - (b) Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration, and conferencing.
 - (c) Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.
- (5) Financial Management: The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. Written policies and procedures include, but are not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes. The Contractor shall make such policies and procedures available to DCYF upon request.
- (6) Records Retention: The Contractor must keep back-up documentation of all costs related to performance of this Contract. The Contractor will provide back-up documentation to DCYF upon request for DCYF's monitoring review. At the Contractor and DCYF's discretion, the back-up documentation may be provided in paper format or electronically during an on-site monitoring visit. See Exhibit D: General Terms and Conditions for specific records retention requirements.
- (7) In-Depth Financial Review: DCYF will conduct an annual in-depth financial review of the Contractor's expenditures charged to the Contract. In preparation for the Annual Site Visit, the Contractor shall provide to DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DCYF may request additional data and documentation.
- (a) Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
 - (b) General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;
 - (c) Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
 - (d) Chart of Accounts;
 - (e) Written policies and procedures to include, but not limited to: accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, and equipment inventory processes;
 - (f) Other detailed supporting financial documentation upon request-such as employee time sheets, travel and major expense documentation-to be further defined by DCYF.

- (8) Indirect Costs: The Contractor may claim the indirect rate based on one of three options: the rate negotiated with its cognizant federal agency, also known as the federally approved cost allocation plan; the rate negotiated with DCYF, not to exceed the federally approved cost allocation plan; or the rate calculated at 10% of modified total direct costs.
- (a) If claiming the federally negotiated rate, the Contractor must supply, preferably via email, the documentation verifying the federally approved rate. The Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
 - (b) The Contractor's indirect cost plan must comply with the CFR part 200.56.57 and
 - (c) 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [Electronic Code of Federal Regulations](#).
 - (d) Submit updated indirect rate plan if changes are needed from previously documented plan.



Exhibit B - Budget Report

Attachment 7: Start Early detailed budget contains the detailed budget for the work encompassed in this statement of work. Any adjustments \$5,000 or greater to the detailed categories in the Attachment 7 must be pre-approved in writing.

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

Payment Point	Budget	Limit	Note
1. 502 State Direct Costs	\$28,765.00		
2. 502 State Fixed-Rate Costs	\$98,894.00		
3. 502 State Indirect	\$22,341.00		
4. GFS Direct Costs	\$174,102.00		
5. GFS Fixed-Rate Costs	\$230,153.00		
6. GFS Indirect	\$70,745.00		
7. MIECHV Formula Direct Costs	\$446,995.00		
8. MIECHV Formula Fixed-Rate Costs	\$208,325.00		
9. MIECHV Formula Indirect	\$114,681.00		
10. MIECHV ARP Direct Costs	\$6,685.00		
11. MIECHV ARP Fixed-Rate Costs	\$26,080.00		
12. MIECHV ARP Indirect	\$5,734.00		
Total:	\$1,433,500.00		

Contract Maximum: \$1,433,500.00

Contract Funding Source(s)

Federal Funds	\$808,500.00
State Funds	\$625,000.00

FEDERAL FUNDING

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

Contractor SAM Unique Entity Identify (UEI) #: 112544622
DCYF federal award contact: dcyf.costallocalandgrantsmgmt@dcyf.wa.gov

Federal Funding Source(s):

Federal Agency: Health and Human Services
Assistance Listing Number (ALN) #: 93.870
Federal Award Identification Number: 22X11MC45299C6
Federal Award Date: 12/01/2021
Federal Award Project Description: Maternal, Infant and Early Childhood Homevisiting Grant Program
Amount passed through to contract 25-1030: \$38,500.00
Contractor Indirect Cost Rate:
This funding is not for Research and Development

Federal Agency: Health and Human Services
Assistance Listing Number (ALN) #: 93.870
Federal Award Identification Number: 22X10MC46899
Federal Award Date: 09/30/2022
Federal Award Project Description: Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program
Amount passed through to contract 25-1030: \$180,000.00
Contractor Indirect Cost Rate:
This funding is not for Research and Development

Federal Agency: Health and Human Services
Assistance Listing Number (ALN) #: 93.870
Federal Award Identification Number: 23X10MC50336
Federal Award Date: 09/30/2023
Federal Award Project Description: Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program
Amount passed through to contract 25-1030: \$590,000.00
Contractor Indirect Cost Rate:
This funding is not for Research and Development

FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DCYF shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Assistance Listing Number (ALN) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DCYF

and auditors access to Contractor's records and financial statements as necessary for DCYF to meet federal requirements.

5. DCYF may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DCYF reserves the right to suspend any DCYF agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
 - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
 - b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.



Exhibit C - Deliverables Report

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

#	Deliverable Title, Due Note, Description	Due Date
1.00	<p>Match letter: Quarter 1</p> <p><i>As described in SOW 6.c.</i></p> <p><i>Contractor will submit to DCYF, each quarter, letters outlining private match dollars received for that quarter.</i></p>	Oct 31, 2024
1.10	<p>Implementation Hub Quarterly Report: Quarter 1</p> <p><i>As described in statement of work 6.c.</i></p> <p><i>Due 15 calendar days after the end of quarter 1 - 7/1/2023 to 9/30/2023.</i></p>	Oct 15, 2024
1.20	<p>Written documentation of each TA providers plan to provide individual TA</p> <p><i>As described in SOW 2.a.(1)(b).</i></p> <p><i>Written documentation of each plan to provide individualized TA to each LIA using the leveling approach as outlined in the Practice Profile. A summary in table format will be provided with the TA plans deliverable that outlines each HVSA funded LIA by name, the level assigned, and if LIA is funded by other sources that will also be in contract with Start Early to provide TA. The summary will also describe trends in technical assistance goals with implications for the larger home visiting system.</i></p>	Oct 31, 2024
1.30	<p>Quarterly Implementation Hub report template</p> <p><i>As described in SOW 2.a.(1)(d)</i></p> <p><i>Maintain detailed documentation of each incidence of technical assistance and synthesize them in the Implementation Hub report each quarter using an agreed-upon template to be mutually finalized by August 30, 2023.</i></p>	Aug 30, 2024
1.40	<p>"Small group learning activity plan "</p> <p><i>As described in SOW 2.a.(1)(h)i.</i></p> <p><i>A yearly plan for small group learning opportunities will be submitted to DCYF by August 30, 2022 to identify yearly topics and supports needed as identified through the TA plans and annual surveys.</i></p>	Sep 30, 2024
1.50	<p>Core Competencies: Work Plan</p> <p><i>As described in SOW section 3. (d) (2) 7 (4)</i></p> <p><i>(2) Work with home visiting training entities to understand which Washington Core Competencies are currently addressed in existing trainings available to home visiting programs.</i></p> <p><i>(a) DELIVERABLE: Complete a catalogue of currently available trainings and the primary competencies that they address. Include analysis of which competencies are widely addressed by existing trainings and which ones are not.</i></p> <p><i>(b) DELIVERABLE: Develop draft competencies for trainers, or trainer guidelines, using lessons learned and existing research.</i></p> <p><i>(4) Design and recommend processes to secure workforce advisement about revisions to the core competencies in future versions.</i></p> <p><i>(a) DELIVERABLE: Submit proposed plan to DCYF for discussion and review.</i></p>	Sep 30, 2024

2.00	<p>Match letter: Quarter 2</p> <p><i>As described in SOW 6.c.</i></p> <p><i>Contractor will submit to DCYF, each quarter, letters outlining private match dollars received for that quarter.</i></p>	Jan 31, 2025
2.10	<p>Implementation Hub Quarterly Report: Quarter 2</p> <p><i>As described in statement of work 6.c.</i></p> <p><i>Due 15 calendar days after the end of quarter 2 - 10/1/2023 to 12/31/2024.</i></p>	Jan 31, 2025
2.20	<p>Promising Practice LIA model/fidelity letters</p> <p><i>As described in SOW 2.(1)(a).</i></p> <p><i>As needed, work with LIAs to develop a model fidelity/compliance letter for LIAs to submit with Quarter two (2) deliverables to DCYF.</i></p>	Jan 31, 2025
2.30	<p>Mid-year review of individual TA plans</p> <p><i>As described in SOW 2.(1)(a).</i></p> <p><i>"(c) The TA plan for each LIA will be reviewed by the Contractor, with consultation with DCYF, for potentially needed adjustments in April 2024. Overarching changes to the plan must be written and submitted to DCYF no later than April 30, 2024."</i></p>	Apr 30, 2025
2.40	<p>Updated practice profile</p> <p><i>As described in SOW 6.(b) (3)</i></p> <p><i>(3) With Q2 deliverables, submit an updated practice profile that incorporates refined data collection protocols</i></p>	Jan 31, 2025
3.00	<p>Match letter: Quarter 3</p> <p><i>As described in SOW 6.d.</i></p> <p><i>Contractor will submit to DCYF, each quarter, letters outlining private match dollars received for that quarter.</i></p>	Apr 30, 2025
3.10	<p>Implementation Hub Quarterly Report: Quarter 4</p> <p><i>As described in SOW 6.c.due date is 7/15/24</i></p> <p><i>Due 15 calendar days after the end of quarter 3 - 1/1/2025 to 3/31/2025.</i></p>	Apr 15, 2025
3.20	<p>"MIECHV CQI Plan annual update "</p> <p><i>As described in SOW 2.f.(1)(b)</i></p> <p><i>"(b) Support the writing, development and implementation of the MIECHV CQI Plan Update due February 2025 or timeline provided by HRSA."</i></p>	No Date
4.00	<p>Match letter: Quarter 4</p> <p><i>As described in SOW 6.d. due date is 7/15/24</i></p> <p><i>Contractor will submit to DCYF, each quarter, letters outlining private match dollars received for that quarter.</i></p>	No Date
4.10	<p>Implementation Hub Quarterly Report: Quarter 4</p>	No Date

As described in SOW 6.c.due date is 7/15/24

Due 15 calendar days after the end of quarter 4 - 4/1/2024 to 6/30/2024.

4.20 Training and professional development activities No Date

As described in SOW 3.a.due date is 7/15/25

a. Provide trainings for new home visitors on HVSA-required screening tools, including:

(1) The ASQ-3 and developmental screening (one training between July and December 2023, one training between January and July 2024)

(2) The PHQ-9 and perinatal mental health (one training between July and December 2023, one training between January and July 2024),

(3) The PICCOLO (at least two training between July 2023 and June 2024)

(4) The Healthy Families Parenting Inventory as requested by DCYF based on LIA interest

(5) Maintain a list of professional development and training opportunities on the Start Early Washington website.

(6) Provide training dates at least 60 days in advance of the training, prioritizing HVSA funded programs for registration

(7) Lists of attendees for each training and the LIA they are employed by will be submitted to DCYF in quarterly reports.

4.50 Annual CQI impact report No Date

As described in SOW 2.b.(1)(k) due date is 7/15/25

Complete an annual report to DCYF on the impact of the CQI process. Due date to be mutually determined.



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. **“CFR”** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation
- b. **“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.
- c. **“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.
- d. **“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.
- e. **“Converted Data”** means the data which has been successfully converted by the Contractor for processing by DCYF’s computer system.
- f. **“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.
- g. **“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.
- h. **“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.
- i. **“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.
- j. **“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.
- k. **“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.
- l. **“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.
- m. **“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/>.
- n. **“Regulation”** means any federal, state, or local rule, rule, or ordinance.

- o. **“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.
- p. **“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.
- q. **“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.
- r. **“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.
- s. **“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/>.
- t. **“USC”** means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

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. FEDERAL FUNDING REQUIREMENTS

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

18. FUNDING CONTINGENCY

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

19. INDEMNIFICATION

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

20. HEADINGS

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

21. INDEPENDENT CONTRACTOR

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

22. INDUSTRIAL INSURANCE COVERAGE

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

23. LIMITATION OF AUTHORITY

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

24. INSURANCE

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

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

(1) **Commercial General Liability Insurance**

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

(2) **Business Automobile Liability Insurance**

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

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

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

(4) **Property Insurance**

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

(5) **Umbrella Insurance**

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

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

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

25. MONITORING

- a. DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- b. Monitoring activities may include, but not be limited to:
 - (1) Review of the deliverables and other requirements listed in Exhibit A.
 - (2) Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
 - (3) Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:
 - (a) Contractor's compliance with Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS);
 - (b) Contractor's compliance with Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION);
 - (4) On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

26. NEUTRAL AUTHORSHIP

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

27. ORDER OF PRECEDENCE

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

- a. Applicable State of Washington statutes, regulations, and policies
- b. The Contract terms and conditions (pages 1 thru 4)
- c. Exhibit D (General Terms and Conditions)

- d. Exhibit A (Statement of Work)
- e. Exhibit C (Deliverables)
- f. Exhibit B (Budget)
- g. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- h. Attachment 2 (Certification of Data Disposition)
- i. Attachment 3 (Federal Certifications and Assurances)

28. OVERPAYMENT

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

29. PUBLICITY

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

30. RECAPTURE

- a. In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- b. Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

31. RECORDS MAINTENANCE

- a. The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

32. REMEDIES

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

33. SEVERABILITY

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

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

34. SITE SECURITY

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

35. SUBCONTRACTING

- a. **Subcontractor Approval by DCYF.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.
- b. **Subcontract Terms and Conditions.** The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.
- c. **Performance.** Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.
- d. **Direct Agreements.** Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

36. TERMINATION FOR CAUSE

- a. In the event 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.

37. TERMINATION FOR CONVENIENCE

DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. If this Contract is so terminated, DCYF shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

38. TERMINATION PROCEDURE

- a. Upon termination of this Contract 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.

39. 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.

40. WAIVER

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

41. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

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

42. WITHHOLDING PAYMENTS

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



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Start Early

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 25-1030, attached hereto Start Early (the "Contractor") has agreed to support and provide technical assistance in Washington State to local implementing agencies (LIAs) funded through the Home Visiting Services Account (HVSA) as described in the Revised Code of Washington (RCW) 43.215.130, and in support of the federally funded Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) Program as well as other private and public funds supporting the HVSA..
- 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 25-1030 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 25-1030. 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 25-1030.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 25-1030, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 25-1030 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 25-1030.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 25-1030 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 25-1030.

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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(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. 25-1030 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. 25-1030 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 25-1030 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 25-1030 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 25-1030 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. 25-1030, have been complied with as indicated above.

Signature of Contract Manager: _____ Date: _____

Print Name: _____

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



Attachment 3 - Federal Certifications and Assurances

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

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

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

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

2. Assurance of Compliance with Federal Nondiscrimination Laws

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

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

a. Payment Request Certification.

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

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

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

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

c. Non-profit Organization Certification

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

d. Lobbying Certification

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

e. Definitions

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

4. Award Term for Trafficking in Persons

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

"l. Trafficking in persons.

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

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

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

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

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

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

6. Certification Regarding Debarment, Suspension, and Ineligibility

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

7. Certification Regarding Drug-Free Workplace Requirements

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

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

8. **Covenant Against Contingent Fees**

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

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

9. Crime Control Act – Reporting of Child Abuse

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

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

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

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

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

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

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

13. Purchase of American-Made Equipment and Products

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

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

14. Single Audit Requirements

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

is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

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

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

Attachment 4: Start Early Training and Technical Assistance

I. Start Early Training and Technical Assistance					
Large (50+ participants)	Trainings <i>Frequency: Consistent schedule of offerings</i>		HV Peer Connections <i>Frequency: Monthly</i>		Model-specific
			CQI webinars <i>Frequency: Monthly</i>		Cross-Model
		Monthly model calls <i>Frequency: Monthly</i>	Supervisor Retreats <i>Frequency: 1-2 times per year</i>		Both
	Communities of Practice <i>Frequency: Every other month</i>				
			Small-Group TA <i>Frequency: Monthly</i>		
		CQI coaching <i>Frequency: At least twice per year, more as needed</i>		Individual Technical Assistance <i>Frequency: See leveling structure</i>	
	Targeted		Broad		
	Focus				
II. Detailed Activities Breakdown					
	Goal	Audience	Description	HVSA (NFP, PAT, PC+)	HVSA (portfolio)
Trainings <i>Frequency: Consistent schedule of offerings</i>	Facilitate professional development and skill-building in specific home visiting competencies.	All home visitors and supervisors	Home visitor and supervisor core competencies		
			Funder-specific trainings	X	X
			Model-specific trainings	PAT and PC+	
Home Visitor Peer Connections <i>Frequency: Monthly</i>	Provide opportunities for home visitors to brainstorm with peers on common practice challenges and solutions	All home visitors	Home visitors are guided through reflective conversations with peers on common elements of their work with families.	X	X
CQI webinars <i>Frequency: Monthly</i>	CQI staff leverage learnings from peers about how to implement CQI processes in their home visiting programs	HVSA-funded supervisors and home visitors leading CQI	Home visiting staff managing CQI processes are guided through reflective conversations about how to manage PDSA cycles using CQI frameworks and tools.	X	X
Monthly model calls <i>Frequency: Monthly</i>	Communicate model-related administrative information and updates	Supervisors implementing the same model	These meetings are informational and center around administrative, model-related updates.	X	
Supervisor Retreats <i>Frequency: 1-2 times per year</i>	Create space and community for deep peer learning on practice	Supervisors implementing the same model	Meeting times are longer and focus on community-building and deep dives into practice	X	
Communities of Practice <i>Frequency: Every other month</i>	Offer opportunities for cross-model connections on specific elements of home visiting practice	All home visiting supervisors	3-5 CoPs on topics such as: new supervisors, tribal home visiting, serving homeless families	X	X
Small-Group TA <i>Frequency: Monthly</i>		3-4 supervisors implementing the same model		X	
CQI coaching <i>Frequency: At least twice per year, more as needed</i>	Provide customized consultation and coaching on integrating CQI processes into practice.	HVSA-funded supervisors		X	X
Individual Technical Assistance <i>Frequency: See leveling structure</i>	Provide coaching, consultation, and resource connection customized to individual programs.	HVSA home visiting teams	Individual coaching, consultation, and resource connection on home visiting implementation	X	X
			Support with model requirements and processes	X	
			Team observation	X	X
III. Individual TA Leveling Structure					
Level 1 - Universal	Level 2 – Targeted TA		Level 3 – Intensive TA/Coaching		
Goals: Program sustainability, continuous improvement, and identification of best practices	Goals: Coaching and/or knowledge transfer for new supervisors; targeted consultation and/or coaching on specific issues		Goals: Foundational knowledge transfer and active coaching to increase home visiting implementation capacity		
Criteria: Programs that are implementing their home visiting program with stability and quality	Criteria: Programs that are effectively implementing, but that would benefit from targeted supports on specific areas of focus		Criteria: Programs that require intensive and/or foundational supports to improve their capacity to effectively implement their program		
Frequency: At least 4 per year	Frequency: At least 6 per year		Frequency: At least 12 per year		

Attachment 5: FY22 Practice Profile



January 2022

FY22 Practice Profile Update

Start Early Washington Home Visiting
Implementation Hub





What is a Practice Profile?

- Developed by the National Implementation Science Research Network (NIRN) as a tool for making innovations “teachable, learnable, doable, and assessable.”
- Outlines the essential elements of the Hub’s supports to programs across all models and funding streams
 - Distinct from a program manual, which outlines detailed processes and procedures
- Four sections:
 1. Guiding values and frameworks
 2. Descriptions of essential functions
 3. Operational definitions of essential functions
 4. Practical assessments of fidelity



What is new in the FY22 update?

- Added the FAN and change management into guiding frameworks in alignment with team professional development goals
- Grouped core elements into five primary activity categories in alignment with logic model and 2021 Hub portfolio supports deliverable
- Refined levelling descriptions and processes based on learnings from the first six months of piloting the approach
- Added fidelity assessment updates and outcomes theory of change based on ongoing evaluation plan work



GUIDING VALUES AND FRAMEWORKS

These principles and frameworks guide practitioners' decisions and promote consistency across the team.

Principles of Implementation Supports

- **Diversity, Equity and Inclusion.** Recognize that culture shapes values, beliefs and behaviors, and honor culturally preferred practices in service delivery; recognize the impacts of systemic racism and white privilege on families, home visiting programs and systems.
- **Trauma-Informed.** Provide psychologically safe working relationships centered around transparency, predictability and choice.
- **Strengths-Based.** Recognize, honor and elevate the inherent strengths and expertise of programs, supervisors, home visitors and families; ground all technical assistance in a strengths-based approach.
- **Quality.** Leverage experiences from the field and research to advance best practices in implementation.
- **Parallel Process:** Home visiting supports are provided by practitioners with lived experience providing and/or supervising home visiting who integrate best practices in parenting and home visiting practice in their work with providers.

Guiding Framework: Implementation Science

- Implementation Science is a framework for supporting effective and quality implementation of interventions to ensure achievement of desired outcomes
- It provides a roadmap for both starting a new program and ongoing improvement and sustainability of existing programs
- Home visiting supports are tailored based on implementation stage, while ongoing TA is designed to strengthen and improve key implementation drivers.

Implementation Stages

Implementation Science outlines how supports must be customized to recipients depending on what stage of implementing their program is in.

- **Exploration:** Exploration supports are provided to communities considering starting up a new home visiting program. During the exploration stage, community planning groups meet to explore the fit and feasibility of implementing a new program.
 - Hub supports: Hub staff facilitate and provide administrative support for planning meetings with diverse participants to determine optimal home visiting model, the lead implementing agency, and structures for ongoing community engagement.
- **Installation:** Programs are putting the pieces together to start serving families, including obtaining model affiliate status, developing program policies and procedures, and hiring and training staff.
 - Hub supports: Hub members work in partnership with funders and model offices to support new programs. They provide more intensive technical assistance, often in-person, to provide expertise and best practices on new requirements and best practices.

Implementation Stages, cont.

Implementation Science outlines how supports must be customized to recipients depending on what stage of implementing their program is in.

- **Initial Implementation:** Programs that have been serving families for less than one year. They are still integrating core components of model and funder requirements, and this is a period of rapid problem-solving, learning, and capacity building.
 - Hub supports: TA providers offer more intensive and targeted support to programs, helping them effectively embed key drivers of implementation into their practices.
- **Full Implementation:** Implementation Science research estimates that it takes close to two years for programs to reach full implementation. A home visiting program in full implementation has generally mastered the essential elements of implementation and is more focused on refining and/or sustaining practice.
 - Hub Supports: Programs in this stage do not require intensive individual coaching and instead benefit from mutual consultation and reflection.
 - Fully implementing programs may experience staff, program, or organizational transitions that can require more intensive TA supports similar to those provided in installation and initial implementation. See “Technical Assistance Levelling Framework” slide for more information.

Implementation Drivers

Implementation Science drivers outline what capacities must be present to implement an intervention effectively.

- **Competency Drivers** ensure that program staff have the necessary competencies and capabilities to provide high-quality services to families.
 - TA Providers support competencies by providing TA on home visitor hiring, training, and professional development.
- **Leadership Drivers** ensure that program leaders have the technical and adaptive skills to guide their teams to success.
 - TA Providers support leadership by sharing information about technical elements of home visiting practice and reflecting with leaders on how to manage adaptive challenges that emerge within teams.
- **Organizational Drivers** ensure an enabling environment for service delivery.
 - TA Providers support organizational capacity by advising on home visiting policies and procedures, supporting data-informed decision-making and CQI, and reflecting with supervisors about their engagement with organizational leadership.

Guiding Framework: Facilitating Attuned Interactions (FAN)

Source: The Erikson Institute

- **The FAN supports attunement in relationships by outlining five stages or steps**, grounded in the caregiver/child relationship:

Recipient Concern	Provider Concern
Calming	Mindful Self-Regulation
Feeling	Empathic Inquiry
Thinking	Collaborative Exploration
Doing	Capacity-Building
Reflecting	Integration

- The FAN stipulates that participants must progress linearly through the FAN – “thinking” is not possible without first ensuring that “calming” and “feeling” needs are met.

Technical Assistance Providers integrate these principles by attuning technical assistance activities to the needs of the individual and/or group. Activities may focus primarily on facilitating feelings of safety and regulation as a precondition to technical or adaptive problem-solving.

Guiding Framework: Change Management Theory

- **Change Management is the application of a process and tools for guiding the “people side” of change towards a desired outcome.**
- Change management principles support individual transitions, address natural emotions, and prepare people to feel confident and competent.
- Frameworks and models emphasize change implementation as a process, with individuals requiring different types of support depending on where they are.

Technical Assistance Providers integrate change management principles through responsive, individualized technical assistance goals and processes that help home visiting programs implement change by starting where they are.

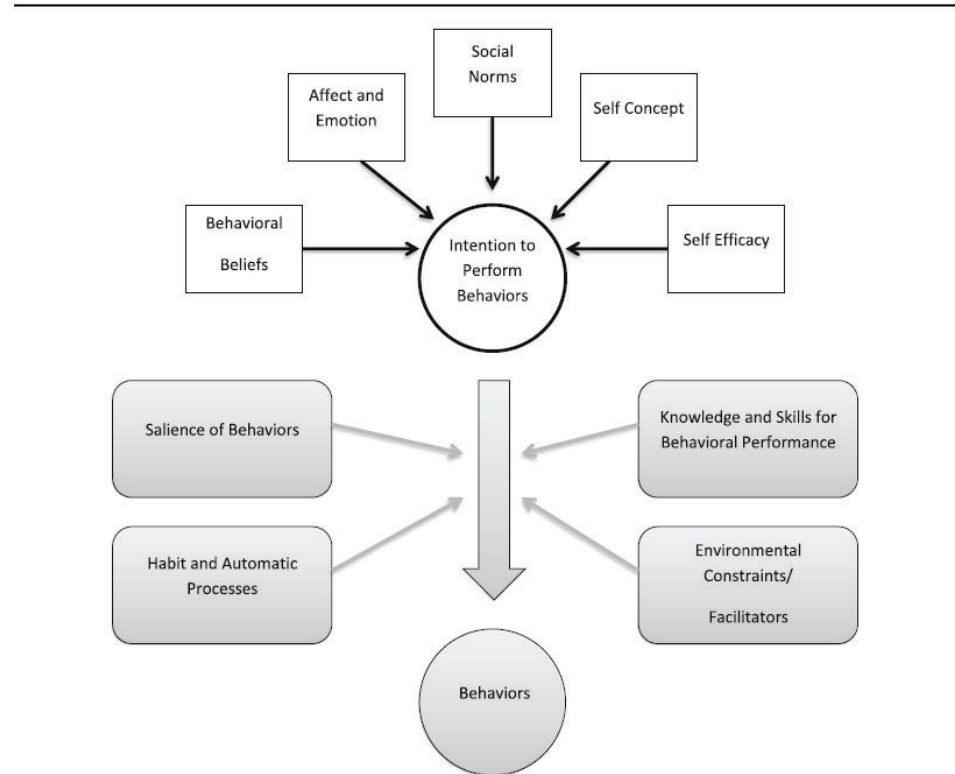
Guiding Framework: Change Management Examples

A	Awareness – Of the need for change
D	Desire – To participate and support the change
K	Knowledge – On how to change
A	Ability – To implement desired skills & behaviors
R	Reinforcement – To sustain the change

Source: Prosci.com



Figure 3
Unified theory of behavior change



Source: "A Technical Assistance Model for Guiding Service and System Change"



ESSENTIAL FUNCTIONS AND OPERATIONAL

DEFINITIONS
Describes the core components that must be present for the intervention to be delivered as intended, as well as expected implementation in practice.

Technical Assistance Implementation Process

- Best practices* in technical assistance emphasize the importance of consistent and predictable processes that guide the partnership between TA providers and recipients.

Planning and Goal-Setting

- Supervisor provides reflections on program goals and desired areas of support
- TA provider considers progress to model/contract indicators, the program's organizational context, and individual supervisor needs
- TA provider and supervisor review reflections and mutually establish TA goals, activities, and frequency

Ongoing Technical Assistance

- TA provided in alignment with TA Plan
- TA goals and levels are revisited as needed
- Regular TA Provider meetings with funder and data partners where contract and data considerations are raised for coordination.

Reflection and Evaluation

- TA providers and participants reflect on progress towards goals and desired outcomes, as well as strategies for sustaining gains
- Opportunities for participants to safely provide feedback (*in development*)

Technical Assistance Levelling Framework

- Annually, technical assistance providers determine program technical assistance needs based on holistic consideration of program performance, organizational context, or individual supervisor preferences. TA “levels” reflect the varying goals and intensity of technical assistance supports.
- TA providers and program supervisors mutually determine desired frequency of individual and/or peer supports. Programs should receive the minimum number of individual supports for their level but may request more frequent individual supports as desired.

	Level 1: Universal TA	Level 2: Targeted TA	Level 3: Intensive TA
Goals of Individual TA	Program sustainability, continuous improvement, and identification of best practices	Coaching and/or knowledge transfer for new supervisors; targeted consultation and/or coaching on specific issues	Foundational knowledge transfer and active coaching to increase home visiting implementation capacity
Criteria	Programs that are implementing their home visiting program with stability and quality	Programs that are effectively implementing, but that would benefit from targeted supports on specific areas of focus	Programs that require intensive and/or foundational supports to improve their capacity to effectively implement their program
Individual TA Frequency	At least 4 per year	At least 6 per year	At least 12 per year

Essential Hub Functions and Core Components

Essential Functions	Core Components
Individual technical assistance	<ol style="list-style-type: none"> 1. General home visiting implementation support 2. Model-specific implementation support 3. Team observations
Continuous quality improvement	<ol style="list-style-type: none"> 1. Program-specific CQI coaching 2. Collaborative learning opportunities
Peer learning	<ol style="list-style-type: none"> 1. Small-group technical assistance 2. Home visitor peer connections 3. Supervisor retreats 4. Communities of practice
Training and Professional Development	<ol style="list-style-type: none"> 1. Introductory screening and assessment trainings 2. Model-specific training 3. Core competency-based professional development 4. Learning days
Systems collaboration	<ol style="list-style-type: none"> 1. National model collaboration 2. Cross-agency coordination 3. Home Visiting Services Account (HVSA) Governance

**INDIVIDUAL TECHNICAL
ASSISTANCE
DEFINITIONS**

Individual Technical Assistance

Individual technical assistance is provided to only one program or supervisor at a time and is customized to that program's specific priorities. It can include content and process knowledge transfer, consultation on adaptive challenges, reflective supports, or coaching.

Core Element #1: General home visiting implementation support

Expected Implementation: All home visiting programs, regardless of model, receive regular, individualized technical assistance on best practices in implementing home visiting programs. All TA relationships are grounded in an annual needs assessment and mutual goal-setting process. Frequency is then customized based on the program's specific needs (see "Technical Assistance Levelling Framework").

Individual Technical Assistance

Individual technical assistance is provided to only one program or supervisor at a time and is customized to that program's specific priorities. It can include content and process knowledge transfer, consultation on adaptive challenges, reflective supports, or coaching.

Core Element #2: Model-specific implementation support

Expected Implementation: Programs implementing Nurse-Family Partnership, Parents as Teachers, or ParentChild+ receive support from a TA provider formally affiliated with the model who supports model fidelity elements and required processes. In addition to the general implementation supports that all programs receive, individual technical assistance for these programs includes:

- Guidance, coaching, and annual review of model fidelity measures and/or certification processes
- Consultation on model data processes and links to technical support as needed
- Communication and guidance on updates from national model offices

Individual Technical Assistance

Individual technical assistance is provided to only one program or supervisor at a time and is customized to that program's specific priorities. It can include content and process knowledge transfer, consultation on adaptive challenges, reflective supports, or coaching.

Core Element #3: Team Observations

Expected Implementation: During team observations, the TA provider engages more deeply in program practices and culture. Team observations promote bidirectional feedback loops about home visiting implementation between the TA provider, supervisor, and home visiting team.

Team observations may take place virtually or in-person but should include 1) observation of/participation in full home visiting team meetings, and 2) follow-up reflection and coaching with the supervisor.

CONTINUOUS QUALITY IMPROVEMENT DEFINITIONS

Continuous Quality Improvement (CQI)

CQI promotes the regular and meaningful use of data, tools, and rapid-cycle improvement processes to inform practice and decision-making. CQI is an integrated element of all Hub processes, but the Manager of Quality Improvement also provides targeted expertise to support discrete process improvement projects with home visiting programs and within the home visiting system.

Core Element #1: Program-specific CQI coaching

Expected Implementation: Hub staff provide customized, individual coaching to CQI teams with home visiting programs to coach them through a specific CQI project and Plan-Do-Study-Act (PDSA) cycles. The Hub also regularly synthesizes and disseminates home visiting specific CQI-tools and resources as well as lessons learned that emerge across home visiting programs.

Continuous Quality Improvement (CQI)

CQI promotes the regular and meaningful use of data, tools, and rapid-cycle improvement processes to inform practice and decision-making. CQI is an integrated element of all Hub processes, but the Manager of Quality Improvement also provides targeted expertise to support discrete process improvement projects with home visiting programs and within the home visiting system.

Core Element #2: Collaborative learning opportunities

Expected Implementation: The Hub regularly provides opportunities for group learning on CQI tools, practices, and processes. These may vary from general webinars that facilitate sharing about individual program goals, to intensive learning collaboratives centered around specific, shared aims.

**PEER LEARNING
OPPORTUNITIES
DEFINITIONS**

Peer Learning Opportunities

Peer learning provides opportunities for supervisors and/or home visitors to connect with and learn from their peers on technical and adaptive challenges in home visiting work. In these offerings, TA providers facilitate conversations that leverage collective knowledge and create community among participants.

Core Element #1: Small-group technical assistance

Expected Implementation: Small-group technical assistance provides a consistent space for the same small group of supervisors to collaboratively discuss home visiting implementation challenges they are working through. Topics are driven by participants and promote peer brainstorming and support.

Only provided for programs of the same model.

Peer Learning Opportunities

Peer learning provides opportunities for supervisors and/or home visitors to connect with and learn from their peers on technical and adaptive challenges in home visiting work. In these offerings, TA providers primarily facilitate conversations that leverage collective knowledge and create community among participants.

Core Element #2: Home visitor peer connections

Expected Implementation: Home visitor peer connections provide opportunities for home visitors to engage with each other on topics relating to their work. They are open to home visitors of any model in Washington and do not require consistent participation. Topics are driven by participants, and the role of TA providers is to facilitate discussions and disseminate best practices or lessons learned.

Peer Learning Opportunities

Peer learning provides opportunities for supervisors and/or home visitors to connect with and learn from their peers on technical and adaptive challenges in home visiting work. In these offerings, TA providers primarily facilitate conversations that leverage collective knowledge and create community among participants.

Core Element #3: Supervisor retreats

Expected Implementation: Supervisor retreats are held at least annually and create space and community for deeper learning and peer connection. Supervisor retreats should be at least two hours in length and dedicate time for deeper discussion, reflection, and sharing best practices.

Only provided for programs of the same model.

Peer Learning Opportunities

Peer learning provides opportunities for supervisors and/or home visitors to connect with and learn from their peers on technical and adaptive challenges in home visiting work. In these offerings, TA providers primarily facilitate conversations that leverage collective knowledge and create community among participants.

Core Element #4: Communities of practice

Expected Implementation: Communities of practice offer opportunities for cross-model peer learning and discussion with a consistent group of participants related to specific elements of home visiting practice (e.g., home visiting in tribal communities, home visiting with families experiencing houselessness). Programs of any model may opt into communities of practice, but groups are intentionally kept small.

TRAINING AND PROFESSIONAL DEVELOPMENT DEFINITIONS

Training and Professional Development

Hub staff support the development and implementation of trainings aligned with home visiting core competencies and funder-required assessments and screenings. These offerings focus on skill-building and practice change for both home visitors and supervisors in alignment with home visiting best practice.

Core Element #1: Introductory screening and assessment trainings

Expected Implementation: The Hub hosts regular, predictable introductory trainings for new home visitors that build skills in fundamental home visiting assessments (such as developmental screenings, mental health screenings, and parent-child interaction). These include a mix of information-sharing, discussion, and practice opportunities.

Eventually, training participation will be logged in the same system that is used to track technical assistance, ensuring that individual technical assistance builds on and reinforces the competencies introduced through trainings*.

Training and Professional Development

Hub staff support the development and implementation of trainings aligned with home visiting core competencies and funder-required assessments and screenings. These offerings focus on skill-building and practice change for both home visitors and supervisors in alignment with home visiting best practice.



Core Element #2: Model-specific training

Expected Implementation: Technical assistance providers for Nurse-Family Partnership, Parents as Teachers, and ParentChild+ facilitate program participation in model-required trainings by sharing training information, monitoring completion, and providing follow-up support.

Technical assistance providers may also provide model trainings for Washington home visitors and supervisors depending on their individual model training structures.*

Training and Professional Development

Hub staff support the development and implementation of trainings aligned with home visiting core competencies and funder-required assessments and screenings. These offerings focus on skill-building and practice change for both home visitors and supervisors in alignment with home visiting best practice.

Core Element #3: Core competency-based professional development

Expected Implementation: The Hub is engaged in the development of statewide core competencies for home visitors and supervisors that center equity in the development, final product, and implementation by centering feedback from the home visiting workforce. Once the competencies have been developed, training and learning opportunities can be better coordinated and content will be developed where necessary to ensure that the home visiting workforce has access to professional development that helps them advance appropriately through the competency areas.

Training and Professional Development

Hub staff support the development and implementation of trainings aligned with home visiting core competencies and funder-required assessments and screenings. These offerings focus on skill-building and practice change for both home visitors and supervisors in alignment with home visiting best practice.



Core Element #4: Learning days

Expected Implementation: The Hub also works with partners to facilitate learning days that provide professional development opportunities for the field. In contrast to trainings, which promote growth in a specific, foundational skillset, learning days may incorporate diverse topics and sessions that respond to the most emergent learning needs of the field. These are generally structured to accommodate a wide number of participants.

**HOME VISITING SYSTEMS
COLLABORATION
DEFINITIONS**

Systems Collaboration

The Hub collaborates frequently with internal team members, government agencies, funders, national models, and other partners in the early learning system. These connections promote learning across models and systems, coordinated communications with programs, and an enabling environment for home visiting programs.



Core Element #1: National model connections

Expected Implementation: Model leads in the Hub serve as liaisons between local programs and the Nurse-Family Partnership, Parents as Teachers, and ParentChild+ national model offices. In this capacity, model leads coordinate between national offices and home visiting programs to develop, understand, and implement any updates to model requirements or practices.

Systems Collaboration

The Hub collaborates frequently with internal team members, government agencies, funders, national models, and other partners in the early learning system. These connections promote learning across models and systems, coordinated communications with programs, and an enabling environment for home visiting programs.



Core Element #2: Cross-agency coordination

Expected Implementation: To ensure coordinated engagement with home visiting programs, Hub members participate in cross-agency collaboration calls with other agencies providing contract and data support to programs*. This communication includes aligning on strategies to support individual programs, communicating agency or model updates, and providing feedback on policies that may impact the field. The frequency and structure of these connections vary by funding stream and are determined in alignment with the funder.

For programs funded by the Home Visiting Services Account (HVSA), Hub members collaborate closely with the Department of Children, Youth and Families (DCYF) as well as the state Department of Health (DOH). This includes quarterly cross-team workgroup meetings, joint calls with programs, biannual retreats, and consistent leadership connections. DCYF manages issues related to HVSA contract monitoring, early childhood systems, and statewide policy and fund administration while DOH oversees data analysis and evaluation, data supports to programs, and data system management.

The Manager of Quality Improvement serves as the CQI subject matter expert for state and system-level quality improvement efforts and serves as a liaison for national CQI activities.

Systems Collaboration

The Hub collaborates frequently with internal team members, government agencies, funders, national models, and other partners in the early learning system. These connections promote learning across models and systems, coordinated communications with programs, and an enabling environment for home visiting programs.



Core Element #3: HVSA Governance

Expected Implementation: As a member of the HVSA Trio, Hub leadership partners with DCYF and DOH to manage governance activities across the system. These activities include convening advisory committees of external partners and state agencies, as well as internal collaboration regarding key priorities.



ASSESSMENT AND EVALUATION

Provides a framework to monitor if the intervention is being implemented as intended or where additional supports may be needed

Assessment and Evaluation: Fidelity Measurement

Ongoing

- TA providers **log supports to programs in data system**, including type of TA activity, length of session, and topics discussed
- Group **case conferencing** on each program provides group reflection space for how TA providers support and advance program goals in alignment with Hub values
- Regular **touchpoints with partners** where they flag additional areas of concern for individual programs

Quarterly

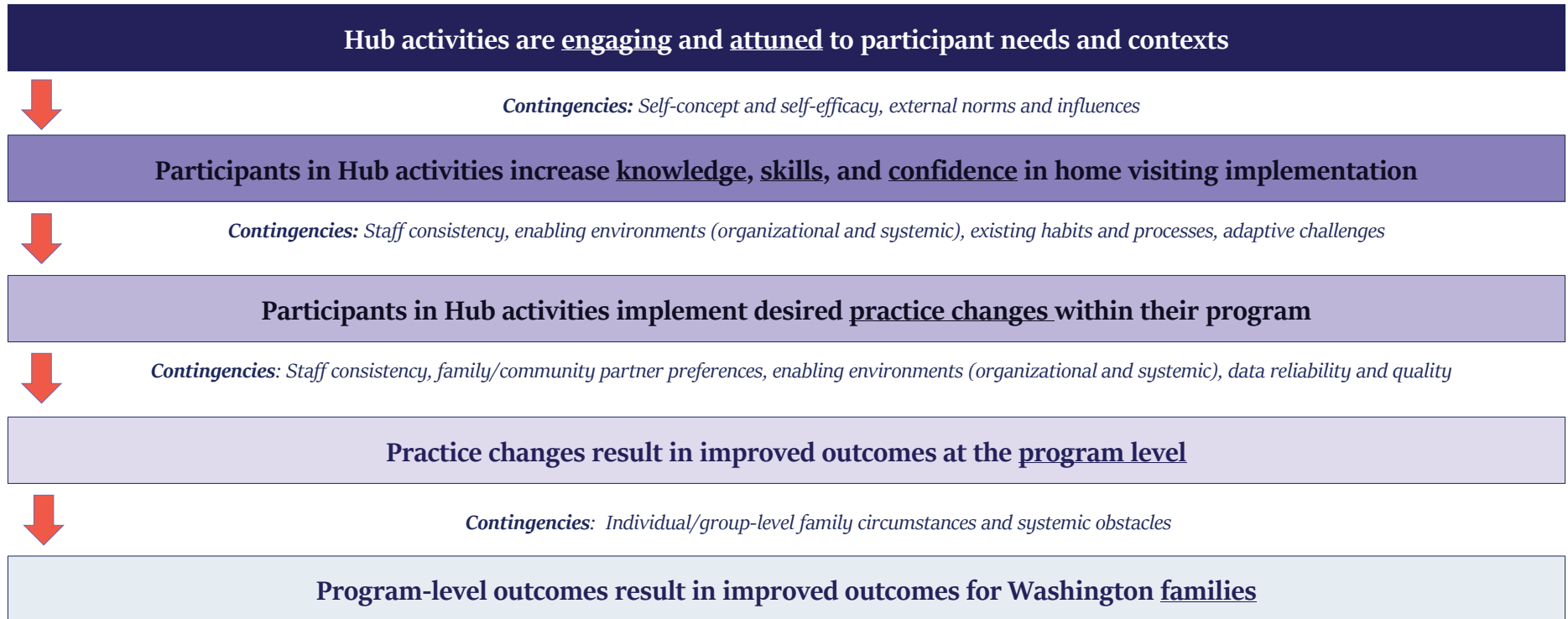
- TA providers **review TA dashboards** that outline their specific topic trends and number/type of supports provided to each program
- **Team data review and discussion** to ensure accurate data quality and aligned coding; reflection on overarching trends and implications of the data
- **Individual check-ins** with each TA provider on progress towards peer learning activities

Annually

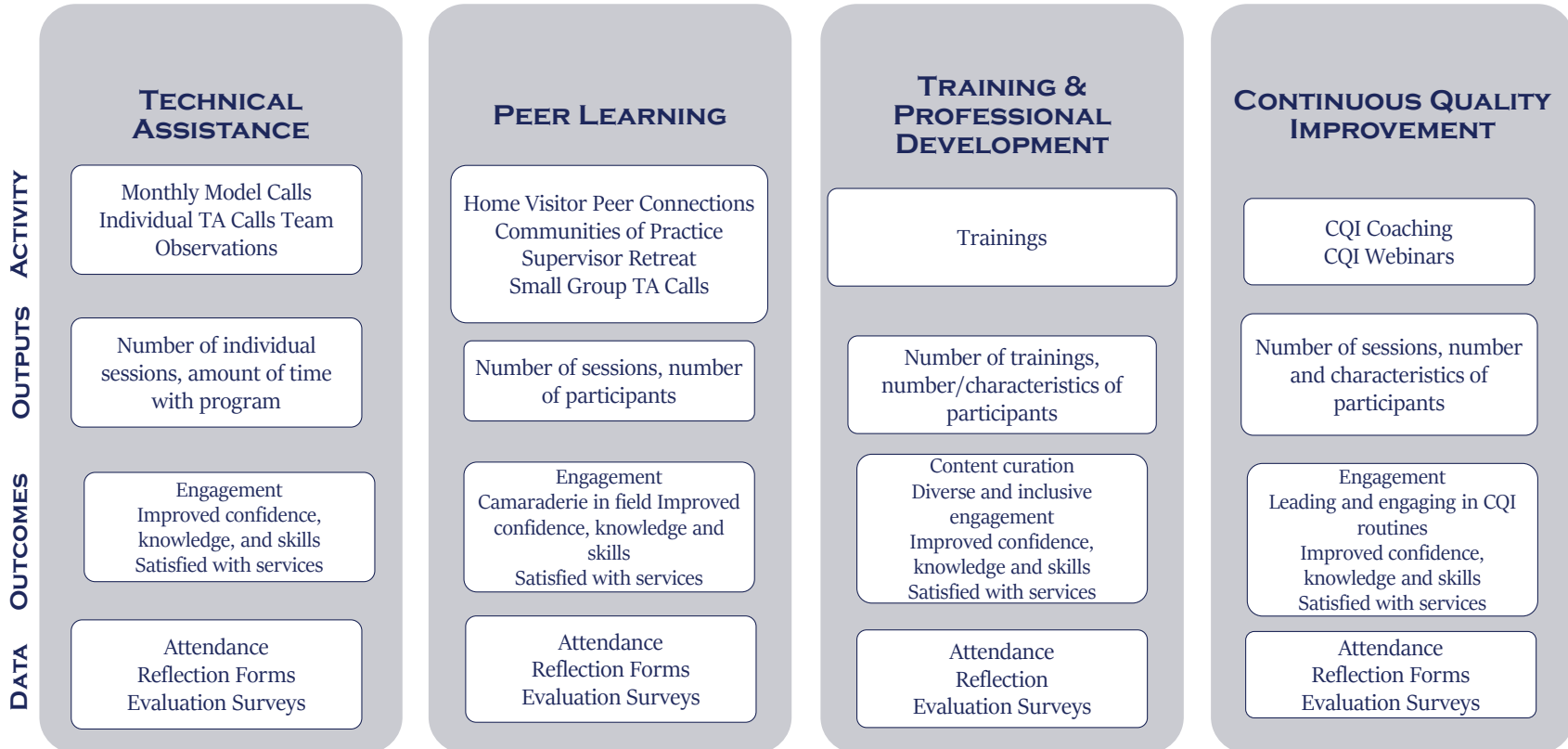
- Individual and team review of **number of supports provided** to each program by level and activity
- Qualitative and quantitative (**in development**) reflection on **progress towards TA goals**
- Review of progress towards **model fidelity and/or contract outcomes**
- **In development:** Reflection with Sr. Home Visiting Manager on aggregated **program feedback:**
 - Did programs experience shifts in their knowledge, skills, or confidence?
 - Did recipients perceive TA to be provided in alignment with core Hub values?

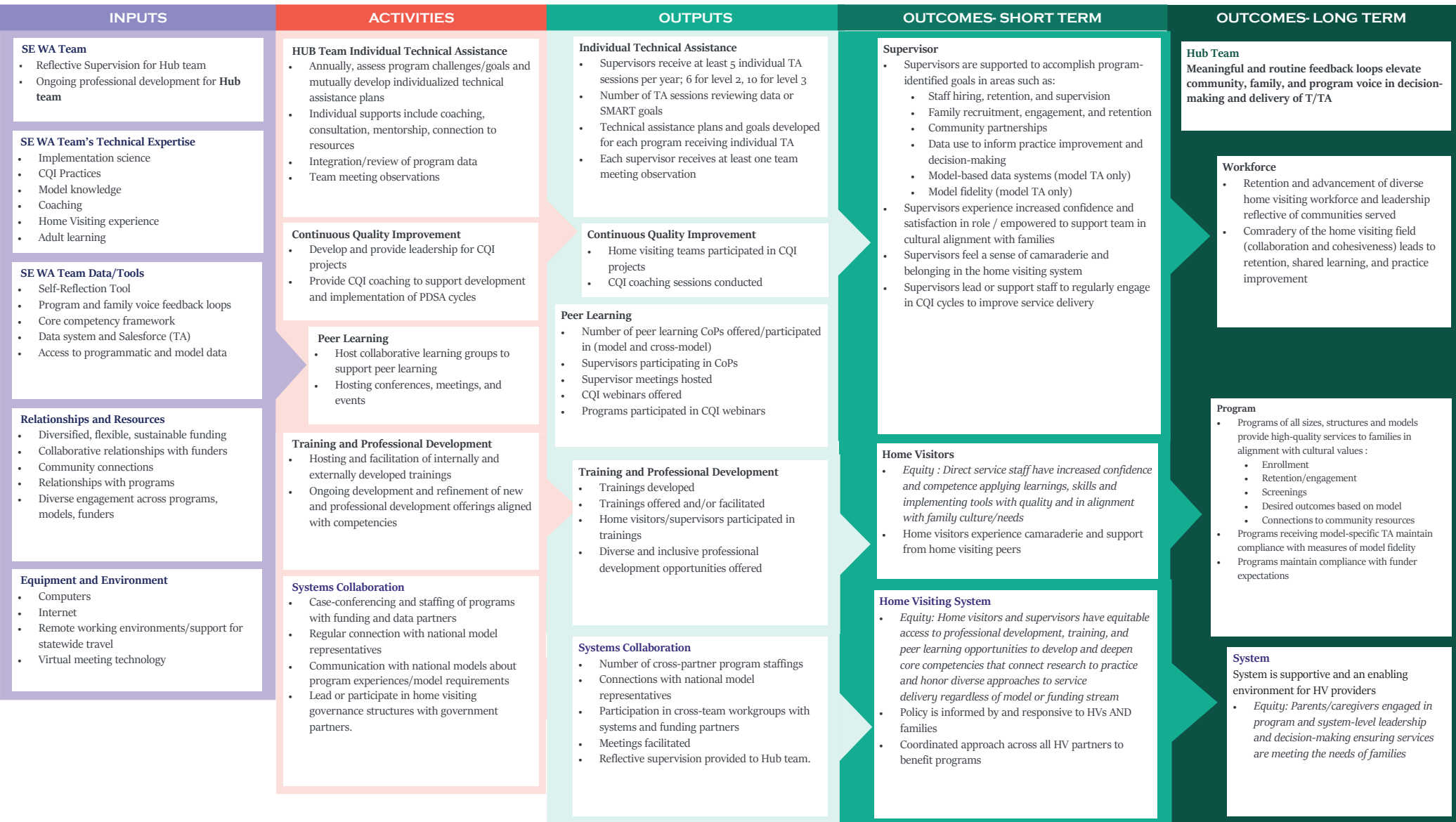
Assessment and Evaluation: Outcome Measurement

Adapted from "A Technical Assistance Model for Guiding Service and System Change



Data Collection Overview







Thank you!

Attachment 6: DCYF and Ounce MOU effective 12.12.2019

MEMORANDUM OF UNDERSTANDING
Between
WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES
And
THE OUNCE OF PREVENTION FUND

Establishment of a Public-Private Partnership

The purpose of this Memorandum of Understanding ("MOU") is to confirm the mutual interest and desire on the part of the Washington State Department of Children, Youth, and Families (DCYF) and The Ounce of Prevention Fund (The Ounce), collectively "the Partners," to enter into a public-private partnership ("Partnership"). The Partnership dedicated to building a comprehensive and equitable prenatal to five early childhood system which ensures access to high quality early learning opportunities for and the healthy development of Washington State's children, pursuant to and in compliance with RCW 43.216.115.

Shared Values & Foundational Agreements

The Partners agree that:

1. There is a critical unmet need for high-quality early learning services and supports in Washington. Improving outcomes for young children will require a common vision, clear strategies and strong partnerships between the public and private sectors.
2. There is a need for strong leadership in both the public and private sectors in order to advance a comprehensive, coordinated early childhood system that is responsive to the often-complex developmental needs of young children and their families.
3. An effective and strategic private sector organization can provide a complementary perspective to the state, offer policy and advocacy context, and support community-based providers across the state. It can serve as a valuable thought partner to public and community leaders, advising on policy and program implementation. It can also develop and incubate innovative programs and practices and sustain a cohesive vision over time.
4. Committed public sector leadership and robust public funding is necessary to implement and expand statewide programs at a scale that can reach all children in need across Washington.
5. The Ounce of Prevention Fund meets these characteristics of a private sector leader as well as all statutory requirements to enter into this Partnership as outlined in RCW 43.216.010(1)(d) and RCW 43.216.115(2).

Roles & Responsibilities

Within this Partnership, the Partners will align and coordinate the work of strengthening the early learning system in the state by exercising both shared and complementary roles. The commitments outlined below are not exhaustive, but designed to outline the major functions each entity is undertaking, both jointly and individually, in furtherance of the shared values and foundational agreements outlined above.

Therefore, in order to achieve this vision of a strong early learning system and, the Partners jointly commit to:

1. Place advancing racial equity at the forefront of all the Partnership's work.
2. Leverage their unique sets of resources and capabilities, including experience and expertise, infrastructure, relationships, and financial assets.
3. Jointly develop a structure to govern the strategic Partnership, one that includes communications, strategic planning, goal/vision setting, programmatic planning and implementation.
4. Participate in good faith in this governance structure to ensure Washington's vision, voice and values guide the Ounce's work in the state, and that the Ounce's wide-ranging organizational capacity and expertise is leveraged in the state. In addition, ensure that Partnership efforts in Washington align with DCYF's vision, strategic plan, outcome goals and organizational capacity.
5. Honor a collaborative decision making process for the Partnership, characterized by timely consultation on decisions, transparency and timely access to information, and a commitment to seeking mutually acceptable solutions to challenges and differences that may arise.
6. In the event of unresolvable difference, expenditures of public money will be directed by the public partner, while expenditures of private money will be directed by the private partner.

The Ounce commits to:

1. Grow, support and maintain the capacity of the existing Home Visiting Implementation Hub through effective programmatic implementation and evaluation-practice feedback loops.
2. Continue the focus on a portfolio approach to Home Visiting in Washington by helping to build a cross-sector, cross-model, clearly articulated home visiting system that supports the state's vision for expansion. This includes supporting program development and implementation, stakeholder engagement, workforce development, community capacity and a research agenda.
3. Maintain, strengthen, and grow public and private investments and stakeholder engagement in a comprehensive prenatal to five early learning system through effective advocacy, civic engagement and policy leadership.
4. Serve as a thought partner and, when appropriate, an implementation partner for program innovation, continuous quality improvement, systems building efforts and setting a research agenda for a comprehensive prenatal to five system.
5. Continue to ensure Washington has access to Partnership for Pre-K Improvement program, research and advocacy supports that meet the needs of and improves the state's pre-k system, including: strategic consultation & TA, peer learning, and grant resources focused on improving policies, systems, professional learning, and use of data for the continuous quality improvement of state pre-k.

6. Continue to partner with DCYF to build sustainable instructional leadership capacity for early learning within the system, including delivery of Lead Learn Excel cohorts to build the capacity in Washington's Pre-K program.
7. Create an Advisory Committee for the Ounce of Washington civic and business leaders to inform and support successful operations and services of the Ounce in Washington State and ensure that the Ounce's wide-ranging organizational capacity and expertise is leveraged in the state.

DCYF commits to:

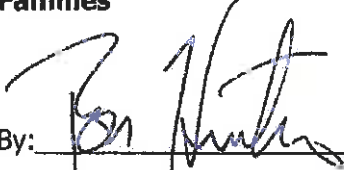
1. Engage the private partner in agency strategic planning and agreed upon activities supporting high quality early learning opportunities and systems development.
2. Facilitate coordination and collaboration between the Partnership and other state agencies to support shared system activities and initiatives with the goal of strengthening a comprehensive system of well-being supports for Washington children and families.
3. Facilitate coordination and collaboration between the Partnership and the 29 federally recognized tribal nations in Washington. This will support and strengthen unique role of DCYF in Government-to-Government shared activities and initiatives to improve the system of early learning supports for tribal children and families.
4. With the private partner, implement and update the goals, objectives and activities outlined in the Home Visiting Service Account strategic plan, grant work plans, and other guiding documents.
5. Support the Home Visiting Implementation Hub to use the Implementation Science framework, as well as additional coaching, consultation and continuous quality improvement.
6. Meet regularly with private partner leadership, including but not limited to the state advisory board convened to advise private partner-led work in Washington State and the leadership of the Implementation Hub.
7. Continue to educate, inform, and engage legislative partners and advocates on the Home Visiting Expansion Plan and other early learning investments to support continued and increasing investment in Washington's early learning system.

Duration

This MOU shall become effective upon signature by the authorized officials from the Partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. It shall be reviewed by the Partners annually, at minimum.

IN WITNESS WHEREOF, each Party hereto has caused this Memorandum of Understanding to be duly and properly executed and delivered as of the Effective Date.

Department of Children, Youth, and Families

By:  _____

Name: Ross Hunter

Title: Secretary

Date: 9/12/19

The Ounce of Prevention Fund

By:  _____

Name: Diana Rauner

Title: President

Date: 12-2-19

Attachment 7 - FY25 DCYF Budget

START EARLY WASHINGTON

FY2025 Budget: July 1, 2024 to June 30, 2025

6673.85

3951.45

Description	Employee Name	TOTAL Salaries + Benefits	DCYF FTE Staff Level	502 STATE	GEN FUND STATE
				\$150,000	\$475,000
Personnel Costs (Salaries & Benefits)					
Technical Assistance					
Sr. Manager of Operations	Blair, Catherine	133,477	0.625	9,324	30,665
Manager of Quality Improvement	Carlson, Camille	126,336	1.00		
Program Analyst	Contreras, Rosanna	98,089	0.85		19,905
Training Manager	Mathias, Adrienne	116,986	0.20		
Operations Coordinator	Morgan, Khadija	79,029	0.275		10,855
Sr. Home Visiting Manager	Morley, Cassie	166,400	0.50	5,480	20,904
Executive Director	Smith, Valisa	307,705	0.15	5,503	14,160
Research Associate	Willis, Dakota	96,000	0.14		13,440
Director of Programs	Woodstrom, Liv	189,085	0.75	8,310	43,893
Total Personnel			4.49	\$ 28,617.00	\$ 153,822.00

Travel Expenses		
LIA site visit travel		5,278

Direct staff local and conference travel		6,000
Total Direct Travel	\$ -	\$ 11,278

Contracted Expenses		
ParentChild+ Annual Fee		3,200
Core competency resource translations		
Child-Parent Psychotherapy supports		2,400
Total Direct Contracts	\$ -	\$ 5,600

Other Expenses		
Remote work expenses	148	1,002
National Hv Summit scholarships (10 at \$299 each)		
Basecamp subscription (CQI)		
Conference attendance		2,400
Total Other Expenses	\$ 148	\$ 3,402

Total Direct Expenses	28,765	174,102
INDIRECT (17.5%)	5,034	30,468
Total Direct:	33,799	204,570

Technical Assistance Fixed-Rate Budget				
	Rate	Billed estimate	502 STATE	GEN FUND STATE
Level 1 Individual TA	344	74,123	8,653	35,244
Level 2 Individual TA	371	102,925	12,015	48,939
Level 3 Individual TA	481	121,293	14,159	57,672
Team Observations	1,375	56,796	6,630	27,005
Small-Group Peer Learning	1,100	38,506	3,946	17,931
Supervisor Meetings	4,176	91,195	10,646	43,362
Total Technical Assistance			\$ 56,049	\$ 230,153

Training Fixed-Rate Budget				
Training Title	Rate Per Training	FY25 # Trainings	502 STATE	GEN FUND STATE
Perinatal Mental Health for Home Visitors	15,325	2	15,325.0	
Parent-Centered Developmental Screenings	6,058	2	6,057.5	
ASQ-SE Training	1,950	2	1,950.0	
The PICCOLO in Practice	5,016	2	5,016.0	
Introduction to the Healthy Families Parenting Index	5,316	1	5,316.0	
ParentChild+ Professional Development Days	1,808	2	3,616.1	
Fall All-HVSA Meeting	4,500	-		
PICCOLO Refresher training	2,166	2	2,166.0	
Home Visitor Readiness	3,399	2	3,399.0	
Total Trainings		15	\$ 42,846	\$ -

Total Fixed-Rate Reimbursement	98,894	230,153
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INDIRECT (17.5%)	17,307	40,277
Total Fixed-Rate:	116,201	270,430

CONTRACT TOTAL	\$ 150,000	\$ 475,000
Variance	(0)	(0)

MIECHV FORMULA	ARPA	DCYF Total	
\$770,000	\$38,500	\$1,433,500	
41,432	2,002	\$ 83,423	\$ 0.13
126,336		\$ 126,336	\$ -
62,000	1,471	\$ 83,376	\$ (0.35)
22,520	877	\$ 23,397	\$ -
9,891	987	\$ 21,733	\$ (0.02)
55,520	1,296	\$ 83,200	\$ -
26,493		\$ 46,156	\$ (0.25)
		\$ 13,440	\$ -
89,611		\$ 141,814	\$ (0.25)
\$ 433,803.20	\$ 6,633.00	\$ 622,874.45	
3,353		\$ 8,631	

		\$ 6,000	
\$ 3,353	\$ -	\$ 14,631	

		\$ 3,200	
5,000		\$ 5,000	
		\$ 2,400	
\$ 5,000	\$ -	\$ 10,600	

2,838	52	\$ 4,041	
		\$ -	
2,000		\$ 2,000	
		\$ 2,400	
\$ 4,838	\$ 52	\$ 8,441	

446,995	6,685	656,546	
78,224	1,170	114,896	
525,219	7,855	771,441	

MIECHV FORMULA	ARPA	DCYF Total	
30,226		\$ 74,123	
41,971		\$ 102,925	
49,461		\$ 121,293	
23,160		\$ 56,796	
13,786	4,699	\$ 40,362	
37,188		\$ 91,195	
\$ 195,794	\$ 4,699	\$ 486,694	

MIECHV FORMULA	ARPA	DCYF Total	
	15,325	\$ 30,650	
	6,058	\$ 12,115	
1,950		\$ 3,900	
5,016		\$ 10,032	
		\$ 5,316	
		\$ 3,616	
		\$ -	
2,166		\$ 4,333	
3,399		\$ 6,798	
\$ 12,531	\$ 21,383	\$ 76,760	

208,325	26,081	563,454	
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36,457	4,564	98,604	
244,781	30,645	662,059	

\$ 770,000	\$ 38,500	\$ 1,433,500	
(0)	(0)	(0)	

Notes

Responsibilities

TA: Oversee annual technical assistance plan and peer learning deliverables and support Program Analyst with data collection, analysis, and reporting. **Training:** Support development of All-HVSA agendas and meeting strategy **Systems Collab:** Support MIECHV grant activities and reporting **Operations:** Oversee compliance with contract terms and conditions, manage HVSA budget and required back-up documentation, participate in contract monitoring and compliance review processes, lead team strategy on evaluation plan build-out.

TA: Oversee CQI contract activities as outlined in Scope of Work section 3.b.

TA: Manage annual technical assistance plan entry into Salesforce and analysis/report-out; provide data management support for CQI activities. **Operations:** Manage implementation and build-out of T/TA evaluation plan and reporting processes. Responsible for ensuring quality, review, and analysis of data processes used for quarterly reports and fixed-rate invoice documentation.

Training: Participate in cross-teaming efforts to ensure alignment on cross-HVSA professional development initiatives; lead next steps on aligning trainings with core competencies; participate in All-HVSA planning committee. *10% FTE allocated to Fixed-Rate budget for management of HVSA trainings.*

Training: Participate on All-HVSA planning team; manage logistical support for All HVSA meetings **Operations:** Support invoicing, vendor contract management, and logistics in compliance with state and federal requirements. *19% FTE allocated to Fixed-Rate budget for administrative supports for HVSA trainings.*

TA: Manage home visiting implementation Hub team: supervise technical assistance providers and oversee implementation of the practice profile; provide home visiting topic support for CQI webinars **Training:** Participate in cross-teaming efforts to ensure alignment on cross-HVSA professional development initiatives. Lead work to pilot resources to help programs integrate the core competencies into practice. **Systems Collab:** Primary lead in HVSA cross-teaming and coordination activities. Meet regularly with Trio partners to review and discuss alignment across teams and participate in portfolio strategy discussions. **Governance:** Participate in Governance meetings to ensure that HVSA policies reflect home visiting and model best practices. *35% FTE allocated to Fixed-Rate budget for TA supports to Portfolio programs.*

Governance: Participate in ongoing governance meetings with DCYF leadership and participating in cross-team strategy workgroups to develop home visiting implementation and growth strategies. **Operations:** Support the Senior Operations Manager in liaising with Start Early administrative processes to ensure effective compliance and operational processes.

Operations: Provide subject-matter expertise on refinement and implementation of Start Early's data and evaluation plan.

TA: Lead home visiting strategies and overall team management; provide management and support to Manager of Quality Improvement, support the team in improvements in core functions of T/TA impacts/HUB structures. **Systems Collab:** Partner with DCYF on state strategies including portfolio strategy, community planning and expansion, and cross-organizational alignment **Governance:** Lead implementation of Governance deliverables and activities by managing and participating in governance activities **Operations:** Provide leadership and guidance on overall contracting process and deliverables; liaise with DCYF to ensure alignment on contracting processes.

502 STATE	GEN FUND STATE	MIECHV FORMULA	ARPA	DCYF Total
0.07	0.23	0.31	0.01	0.63
-	-	1.00	-	1.00
-	0.20	0.63	0.01	0.85
-	-	0.19	0.01	0.20
-	0.14	0.13	0.01	0.28
0.03	0.13	0.33	0.01	0.50
0.02	0.05	0.09	-	0.15
-	0.14	-	-	0.14
0.04	0.23	0.47	-	0.75
0.16	1.11	3.15	0.06	4.49