



SERVICE CONTRACT
Administration of Professional Development CBA Activities & Training Delivery

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and The Imagine Institute, a Nonprofit Corporation, and is licensed to conduct business in the state of Washington, (hereinafter referred to as "Contractor"), located at 16000 Chrisensen Rd, Suite 201, Tukwila WA 98188.

CONTRACTOR BUSINESS ADDRESS

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

CONTRACTOR CONTRACT MANAGER

Cate Bridenstine
cate@imaginewa.org
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DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

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

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

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

THE PURPOSE OF THIS CONTRACT is to execute the professional development deliverables of the Collective Bargaining Agreement between the State and SEIU 925 and to provide additional required and continuing education training to child care providers.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

a. Contract Managers

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

b. Notices

- (1) Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.

- (2) Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided on page 1.

2. EXHIBITS AND ATTACHMENTS

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

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Federal Certifications and Assurances
- Attachment 3 - Professional Learning Implementation Guide_FY2025
- Attachment 4 - Quarterly Report Narrative

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

3. STATEMENT OF WORK

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

4. PERIOD OF PERFORMANCE

The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or as agreed between the parties, whichever is later. The Contract must be completed on or before June 30, 2025. Performance on this Contract shall not begin before the effective date.

The term of this Contract may be extended by five (5) additional one (1) year term, PROVIDED: The extension shall be at the option of DCYF and shall be effected by DCYF giving written notice of its intent to extend the Contract to the Contractor and the Contractor accepting such extensions.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$6,407,396.58. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

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

The Department of Children, Youth, and Families
Attn: Sarah Hill
PO Box 40972
Olympia WA 98504-0972

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

- b. Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.
- c. Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the Office of Financial Management (OFM).
- d. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Compensation and Voucher Payment".
- e. For Statewide Payee Registration: OFM maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- f. Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

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

The Imagine Institute

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

Signature

Signature

Name

Name

Title

Title

Date

Date



Exhibit A - Statement of Work

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1. DEFINITIONS

- a. Child Care Basics. The required 30-hour training to meet the Basic in-service (STARS) training requirements for those that work in a licensed child care center or family child care.
- b. Collective Bargaining Agreement. The 2023-2025 agreement negotiated and entered into between the State and SEIU Local 925.
- c. DCYF MERIT Support: The technical support provided by MERIT customer service specialists that can be accessed Monday-Friday, 8-5 pm.
- d. Early Achievers. A program that improves the quality of early learning programs and supports and rewards providers for their participation. Early Achievers is Washington’s quality rating and improvement system (QRIS). The QRIS provides relationship-based professional development supports, including, but not limited to, technical assistance, consultation and coaching, and resources for child care providers to support the child’s learning and development. Early Achievers is also a tool to connect families to child care and early learning programs by the use of a quality rating improvement system.
- e. Electronic Attendance System Training. Training delivered to providers to orient them to DCYF’s electronic attendance system.
- f. Family, Friend and Neighbor (FFN). Home-based care in the caregiver’s or child’s home provided by caregivers who are relatives, neighbors, friends, babysitters, or nannies that are legally exempt from licensing. Providers must have been authorized to care for children receiving subsidy within ninety (90) days of the training.
- g. In-Service Hours. Training hours delivered by a DCYF state-approved trainer, or DCYF approved training, for licensed providers that is required by title 170 of the Washington Administrative Code (WAC).
- h. Intern. An individual who is interested in becoming a LFCC provider and is being mentored by a current LFCC provider in the Career Development Fund program.

- i. Licensed Family Child Care (LFCC). Licensed home-based care in the caregiver's home. Providers must have been authorized to care for children receiving subsidy within ninety (90) days of the training.
- j. Managed Education and Registry Tool (MERIT). An online portal that tracks provider background checks, training records, and qualification data.
- k. Mentor. A current LFCC provider participating in the Career Development Fund Program as a peer mentor to help interested Interns become licensed.
- l. Organization Trainer Mentor. The organization trainer mentor (OTM) provides community mentorship and support for organizational representatives interested in completing the state trainer approval process. The OTM role is an option for agencies contracted by DCYF to deliver training or other state agencies. OTMS are committed to following the quality assurance process and expectations and provide mentoring and support to their organization trainer applicants.
- m. Pre-service Cohort Model. An approach designed to support early learning providers in meeting the pre-service requirements to work in licensed child care in Washington State.
- n. Preschool Development Grant (PDG). Federal funding to support the development of pre-service model for individuals entering the early learning workforce.
- o. Relationship Based Professional Development. Using professional relationships as a primary method to support the professional growth and development of adult learners.
- p. STEM Training. Training that encompasses a vast array of subjects that fall into Science, Technology, Engineering, and Mathematics.
- q. Subsidy. Child care programs authorized to serve families that are eligible to receive state financial assistance to pay for child care costs. These programs receive financial reimbursements for eligible children enrolled in care.

2. BACKGROUND AND PURPOSE

- a. During the 2015 Collective Bargaining Agreement (CBA) reopener bargaining that concluded on August 7, 2015, the State of Washington and the Service Employees International Union Local 925 (SEIU), which represents Family Child Care Providers, agreed to establish a Joint Committee, whose members will meet, confer and make recommendations to the State regarding the application of state funds for professional development and a substitute pool, as administered by a 501(c)(3) non-profit organization fund, to be established by SEIU Local 925. The 501(c)(3) non-profit organization has been established and is named The Imagine Institute. The work referenced in this Contract is the result of the joint committee recommendations for the Imagine Institute.

3. CONTRACTOR RESPONSIBILITIES

- a. The Contractor's primary responsibilities shall include, but not be limited to the following:
 - (1) Provide state-approved training for FFN and LFCC providers;
 - (2) Provide business training for licensed family home and licensed center providers;
 - (3) Design, Develop, and prototype a pre-service cohort model approach;
 - (4) Develop a Program Delivery Plan for current and future deliverables;
 - (5) Support state-approved trainer and peer-mentor development;
 - (6) Conduct professional development community outreach; and
 - (7) Provide other services as mutually agreed by the Contractor and DCYF pursuant to the SEIU 925 Collective Bargaining Agreement and recommendations of the Joint Committee.
- b. The Contractor's primary responsibilities are more specifically described below.

4. MONITORING AND QUALITY ASSURANCE

- a. The State will conduct monitoring visits of the Contractor at least once during this contract period and may conduct monitoring visits on a more frequent basis if deemed necessary. The State will provide the Contractor with three (3) business days' notice prior to a contract monitoring visit.

5. MANAGEMENT

- a. The Contractor shall oversee, manage, and coordinate the tasks described in Exhibit A Statement of Work including, but not limited to, ensuring subcontractor compliance with all required agreements and subcontracts that are created as a result of this Contract. The allocation of funds to accomplish the tasks described in this Contract shall not exceed the amounts described in

- Exhibit B Budget and payments will be made according to the Compensation and Voucher section of this contract.
- b. The Contractor shall ensure an appropriate management and leadership structure is developed for all programs.
 - c. The Contractor shall utilize the [Professional Learning Implementation Guide](#) as a resource when executing the professional development deliverables outlined in this Statement of work.
 - d. The Contractor shall hire and retain adequate staff to manage, monitor, and oversee the services and responsibilities set forth in this contract. The Contractor and its subcontractors must have the appropriate knowledge, resources, and skills necessary to support the delivery of state-approved training and professional development for early learning providers and peer mentors. The Contractor's and subcontractor's knowledge, skills, and resources must align with the state guiding frameworks including, but not limited to the following:
 - (1) Professional Learning Implementation Guide (Contract Attachment 4)
 - (2) Core Competencies for Early Learning Professionals (https://www.dcyf.wa.gov/sites/default/files/pubs/EPS_0023.pdf);
 - (3) Standards of Practice and Professionalism for State Approved Training (https://www.dcyf.wa.gov/sites/default/files/pdf/Quality_Assurance_Program_Guide.pdf)
 - (4) Early Learning Guidelines (https://www.dcyf.wa.gov/sites/default/files/pubs/EL_0015.pdf);
 - (5) Relationship-Based Professional Development Standards (<https://www.dcyf.wa.gov/sites/default/files/pdf/RBPDStandards.pdf>); and
 - (6) State-Approved Trainer Competencies (https://www.dcyf.wa.gov/sites/default/files/pdf/WA_Trainer_Competencies.pdf).
 - e. The Contractor shall ensure that all Subcontractors adhere to the terms of this Contract. Subcontracts shall include:
 - (1) Detailed division of responsibilities between the Subcontractor and Contractor; and
 - (2) A list of performance-based deliverables the Subcontractor shall submit to the Contractor with timelines.
 - f. The contractor and DCYF shall meet as needed at the discretion of DCYF or as requested by the Contractor.

6. DCYF APPROVAL

- a. All items or matters that require DCYF approval or preapproval, as described in this contract, must be in writing, sent to the contract manager, and may include email communications between the parties. Preapproval is required for:
 - (1) Program Delivery Plan: From section 10 and includes the approach to meet the contract deliverables, including the menu of training incentives, and associated expenses for the duration of the contract year;
 - (2) Training development: Proposals for training development and instructional designers as described in section 11; and
 - (3) Communication: materials that will be printed as publications as described in section 7 must be pre-approved by DCYF. Once content has been approved, it may be reproduced without additional approval.
- b. Once these items have been approved, all plans contained within do not need additional approval. DCYF will review and approve or submit feedback within ten (10) days of receipt.

7. COMMUNICATION

- a. Printed communication materials developed by the Contractor shall be shared with DCYF prior to dissemination to ensure accurate information related to higher education expectations, policies and DCYF's professional development system. This includes, but is not limited to, scholarship information, but does not include printed invitations or flyers to training or events.
- b. Communication materials shall be available in English and in additional languages as appropriate within the local service delivery area.
- c. The Contractor shall provide any reports created by the Contractor as a result of this contract and intended for publication to DCYF at least 10 days before they are published publicly.

8. COMPLAINTS AND CONCERNS

- a. The Contractor must maintain an internal complaint and concern process and policy to respond to the concerns and questions from stakeholders and customers. The Contractor shall:

- (1) Connect the customer to the Trainer Concern Form if the complaint or concern is connected to a state-approved trainer, located at: [DCYF Forms | Washington State Department of Children, Youth, and Families](#). DCYF will complete this process.
- b. If the complaint or concern is unrelated to a state-approved trainer, the Contractor must:
 - (1) Initiate contact with the customer or stakeholder that filed the complaint within five (5) business days of receiving the complaint or concern;
 - (2) Gather information in order to resolve the complaint or concern; and
 - (3) If the complaint or concern is not resolved within twenty (20) business days of initial receipt of the complaint, the Contractor shall consult with DCYF to determine the approach and methods to resolving the individual complaint or concern.

9. DATA SHARE AGREEMENT

- a. The Contractor must comply with all Data Sharing requirements as set forth in the contract's General Terms and Conditions, and all applicable attachments. The Contractor shall only use data extracts provided from DCYF directly to advance the work of contract deliverables.
- b. The Contractor shall ensure that its security practices and safeguards meet Washington State Office of the Chief Information Officer (OCIO) Information Technology Security Standards, as provided, and maintained in the following URL: https://watech.wa.gov/sites/default/files/2022-12/141.10_SecuringITAssets_201711_Approved.pdf

10. PROGRAM DELIVERY PLAN

- a. A Program Delivery Plan outlines the approach for training and other programming to be available in all parts of the state, meeting the diverse needs of and providing equitable access for providers and relationship-based professionals. Once submitted, the Program Delivery Plan can be resubmitted to adapt to meet community needs.
- b. The Program Delivery Plan shall be developed by the contractor and submitted to DCYF by September 1, 2024, and cover the months of October 2024 through September 30, 2025.
- c. The Program Delivery Plan shall include:
 - (1) A narrative description of training and program delivery including the following programs:
 - (a) Training, including all training outlined in the current CBA and business success training (ex: shared services);
 - (b) Training Incentives;
 - (c) State-Approved Trainer and Mentor Development;
 - (d) Pre-service Cohort Model, including the approach to design, development, and delivery of the model; and
 - (e) Career Development Fund
 - (2) A completed DCYF provided spreadsheet of training to be delivered. See Training Delivery Spreadsheet, contract reference document.
- d. The Program Delivery Plan must be coordinated with the training deliverables of the Substitute Pool program and Shared Services program.
- e. The Contractor will incorporate edits provided by DCYF as mutually agreed upon and the final Program Delivery Plan must be delivered to DCYF within ten (10) business days of receipt of DCYF review. DCYF will review and provide feedback or approval within (10) business days of receipt of Contractor's final training delivery plan.
 - (1) This includes changes to training and program delivery including dosage of content areas, dosage within regions and does not include training logistics such as trainers assigned, training times or location changes.
- f. Any proposed updates to the Program Delivery Plan shall be communicated to DCYF via email, and will be approved via email.

11. TRAINING DEVELOPMENT AND DELIVERY

- a. The Contractor shall provide and ensure the availability of state-approved training using DCYF provided curricula or training materials pre-approved by DCYF.
- b. The Contractor shall ensure the availability of state approved training, as described in the Program Delivery Plan outlined in section 10.
- c. The contractor shall outline how the training will be distributed in the Program Delivery Plan to ensure accessibility within regions, meeting linguistic needs of communities.
- d. For FFN providers, the Contractor shall prioritize training to support mandated requirements.

- e. Training expenses must not be duplicated across programs administered by the contractor.
- f. Training events that do not provide in-service hours may be offered if mutually agreed upon and indicated in the training delivery plan.
- g. Training Development. The Contractor's proposal must be outlined in a mutually agreed upon format for the proposal package. If an instructional designer is being proposed by the Contractor, the proposed instructional designer's resume must be provided to DCYF along with any additional materials requested.
 - (1) A draft of the training curriculum and materials shall be submitted to DCYF for review no less than thirty (30) calendar days before the first scheduled training date. The drafts will be modified, as needed, based on DCYF feedback prior to final approval.
- h. All proposals for curriculum purchase must be pre-approved by DCYF. The contractor's proposal must submit available training materials for review. Examples include sample content and learning objectives.
- i. To purchase curricula not already approved within the Program Delivery Plan, the Contractor shall request approval from DCYF to purchase and implement curricula, and provide an updated Program Delivery Plan for how it is proposed to be used.
 - (1) The contractor's request for pre-approval must provide a rationale or statement of need for the curriculum, and submit available training materials for review. Examples include sample content and learning objectives. DCYF will review and provide feedback and approval within ten (10) business days of receipt.
- j. State Approved Trainers. Training shall be provided by state-approved trainers listed in MERIT and associated in MERIT with the Contractor's MERIT established Agency, with the exception of CPR, Blood Borne Pathogens and First Aid training, which must comply with the requirements outlined in section 11.k.(3). All state-approved trainers must comply with all of DCYF's training and approval policies as now or hereafter amended including, but not limited to, quality assurance monitoring as described in the training and trainer approval process. DCYF's training monitoring and approval policies may be accessed at: www.dcyf.wa.gov/sites/default/files/pdf/Quality_Assurance_Program_Guide.pdf
 - (1) State Approved Trainers must have the appropriate knowledge, resources, and skills necessary to support the development and delivery of Training; including completing train-the-trainers and meeting the linguistic needs of the communities served.
 - (2) Recruited state-approved trainers and peer-mentors shall prioritize the reduction of barriers and building community capacity to meet the professional development needs of FFN and LFCC providers.
 - (3) The Contractor, as an organization trainer mentor (OTM) approved by DCYF, will complete initial and annual observations of all state-approved trainers using a DCYF provided statewide common form. The Contractor will submit the following to DCYF:
 - (a) All completed rubrics after each observation; and
 - (b) An annual summary reviewing trends, areas of strength and opportunity, and details on how the data will be used to inform trainer supports in the next fiscal year. More information about the summary report can be found in the [Professional Learning Implementation Guide](#).
- k. Training Delivery. Training goals will be adjusted as needed and mutually agreed upon based on the quarterly reports required under section 19 and Program Delivery Plan required under section 10.
 - (1) The Contractor shall ensure that training rosters are completed in MERIT prior to billing.
 - (2) Health and Safety trainings (such as CPR) must be delivered by a certified or DCYF-approved entity pursuant to Washington State law. Funding may be used to contract with local entities offering the required pre-service health and safety trainings.
 - (3) Train-the-Trainer expenses for specific curriculum may be covered by the Training Delivery Budget. The training must be included in the annual Program Delivery Plan as described in section 10.
 - (4) In-Service (STARS) hours will be awarded for all qualifying state-approved training and will not be awarded for health and safety trainings, in accordance with WAC, including but not limited to First Aid, Safe Sleep, CPR and Food Handling.
 - (5) DCYF's Conference/Special Event process may be used for the Contractor's conference(s).
 - (6) The Contractor shall allocate up to 30 minutes for a union orientation at in-person training. Reference the Union Orientation section of the Professional Learning Implementation Guide, Contract Attachment 4, for guidelines.
- l. Training Topics.

- (1) The Contractor shall prioritize training to support mandated requirements and include this in the training delivery plan. The following training topics shall be provided throughout each region in the frequency and languages that meet the needs of the community, and additional topics may be added as mutually agreed upon. The dosage shall be embedded in the Program Delivery Plan unless otherwise specified below.
 - (a) Training will not require a sign-up fee and there is no cost to attend training.
 - (b) There may be times where registration is not required, registration requirement will be indicated on the training delivery plan.
- (2) Child Care Basics: The contractor shall provide Child Care Basics. All state-approved trainers must complete a train-the-trainer prior to delivery of the curriculum and use the assigned template in MERIT. This is a DCYF-provided curriculum, and the target audience is FFN providers. Child Care Basics may be delivered in the following ways:
 - (a) Online facilitation via the DCYF LMS,
 - (b) Live delivery either virtual space or physically in-person.
- (3) Business Practices: The contractor shall provide Business Practice training DCYF provided curricula. All state-approved trainers must complete a train-the-trainer prior to delivery of the curriculum as needed for DCYF content. Other contractor developed curricula must be approved by DCYF as described in section 6 and the target audience is family homes.
- (4) Dual Language Learners (DLL): The contractor shall provide DLL training to licensed child care providers, prioritizing recruitment for licensed family home child care providers. All state-approved trainers must complete a train-the-trainer prior to delivery of the curriculum and use the assigned template in MERIT. This is a DCYF-provided curriculum and must be delivered as follows:
 - (a) Delivery consists of three (3) components totaling 12 hours:
 1. Initial training – one (1) session of six (6) hours
 2. Community of Practice – two (2) sessions at two (2) hours each
 3. Capstone – one (1) session of two (2) hours each
 4. Contractor shall strive to register 20 participants per cohort. If training has less than 10 participants, the training shall not be delivered.
 - (b) Each training participant shall receive a DLL toolkit upon successful completion of the initial six (6) hour training.
 1. Contractor shall order all toolkit materials, assemble toolkits, and disseminate toolkits to training participants.
 - (c) Contractor shall collect pre and post data from training participants to inform training revisions, evaluate participant application of training into practice, and identify support materials for training and learning.
- (5) Other training in Core Competencies: The contractor may provide training in other Core Competency content areas to meet the needs of local community, and incorporate that into their Program Delivery Plan. This includes using either DCYF-provided curricula or contractor-developed curricula as approved by DCYF. The target audience is family home providers.
 - (a) Example topics may include but are not limited to: STEM, leadership development, trauma-informed care, equity and diversity, child development, and serving children with special needs.
- (6) Technical Assistance: Provide skill-building learning labs and technical assistance sessions throughout the state offering technical support for web-based applications such as MERIT, career planning portal, or other PD systems as mutually agreed upon.
- (7) Community-based Model for meeting WAC Education Requirements: The contractor shall work with DCYF and designated partners, including but not limited to, Child Care Aware of Washington and State Board of Community and Technical Colleges to establish and delivery a community-based model for meeting education qualifications for licensing requirements. All state-approved trainers must complete a train-the-trainer prior to delivery of the curriculum. This is DCYF approved curriculum and target audience is family home providers.
- (8) Family Friend and Neighbor Health and Safety: The Contractor shall provide in-person or virtual FFN Health and Safety training. All state-approved trainers must complete a train-the-trainer prior to delivery. This is a DCYF provided curriculum.
- (9) Enhancing Quality of Early Learning (EQEL): The Contractor shall provide EQEL training. All state-approved trainers must complete a train-the-trainer prior to delivery and use the assigned template in MERIT. This is a DCYF provided curriculum. EQEL may be delivered in the following ways:

- (a) Online facilitation via the DCYF LMS.
- (b) Live delivery either by virtual space or physically in-person.

12. RECORDING STATE APPROVED TRAINING COMPLETION

- a. Training data, including training completion, must be entered into MERIT for both LFCC and FFN providers to receive reimbursement for training delivery and corresponding incentives.
- b. All LFCC and FFN providers must have a STARS ID to record training completion in MERIT. (1) For FFN providers who do not have a STARS ID the Contractor shall provide technical support to assist the provider to get a STARS ID in MERIT.
- c. All DCYF requirements for state-approved training and responsibilities of state-approved trainers apply to this contract. More information about the requirements, including recording completed training is available at:
https://www.dcyf.wa.gov/sites/default/files/pdf/Quality_Assurance_Program_Guide.pdf
- d. Technical Assistance. The Contractor will provide the technical support needed to assist training recipients to have a STARS ID or have completed a STARS ID application, and successful documentation of training in MERIT prior to providers receiving the incentive.
 - (1) Technical support staff names must be provided to the Contract Manager and must have a signed confidentiality form before beginning this work. Technical support services include:
 - (a) Using Contractor access in MERIT to reset passwords, support the creation of new MERIT accounts, use DCYF developed support guides to assist providers and serve as a liaison between Contractor assistance and DCYF MERIT Support.

13. TRAINING INCENTIVES

- a. The contractor will receive up to \$30,000 for costs associated with collecting and tracking training completion and incentive information from FFN training participants. DCYF will administer the monetary incentives to FFN providers based on the monthly FFN training report, described in section 19.d.(3). Administrative costs will be paid to the Contractor at 15% of the total FFN training incentives.
- b. Incentives. Incentives funded by the CBA for voluntary training shall be provided as described in the approved Program Delivery Plan and must abide by the following parameters:
 - (1) FFN Providers must have been authorized to care for children receiving subsidy within ninety (90) days of training to qualify for any incentive. LFCC Providers must have been authorized to care for children receiving subsidy within ninety (90) days of the training.
 - (2) Incentives shall not be provided to state-approved trainers or peer-mentors that do not meet the eligibility requirements as described in section 15.
 - (3) Incentives that are materials must align with Early Achievers and may include curriculum, books, materials for interactive trainings, and education resources for providers that will directly benefit the learning environment.
 - (4) Incentives may not include gift cards, food or beverages.
 - (5) The contractor must provide a spreadsheet on a monthly basis, outlined in section 19.d.(3) of all FFN training attendees that qualify for a monetary incentive.
 - (6) State-Approved training that qualifies for FFN incentives must be recorded in MERIT if the FFN provider has a STARS ID. If the provider does not have a STARS ID, a STARS ID application form must be completed and submitted to DCYF along with the spreadsheet of FFN attendees before administrative costs on FFN incentives will be paid to the contractor.
 - (7) Self-entered training must be recorded by the participant in MERIT for the participant to receive the training incentive.
- c. The Training and Incentives line item can be used as both or either training and incentives as described in the program delivery plan.
- d. DCYF must pre-approve any single incentive over one thousand dollars (\$1,000).

14. STATE-APPROVED TRAINERS AND RELATIONSHIP BASED PROFESSIONALS

- a. The Contractor shall provide professional development to state-approved trainers and peer mentors to build community capacity to meet diverse provider needs in accordance with the competencies for state-approved trainers and RBPD professionals found at:
<https://www.dcyf.wa.gov/sites/default/files/pdf/RBPDStandards.pdf>

- b. Professional development for State-approved trainers and Relationship Based Professionals will focus on the development of knowledge and skills directly tied to adult education and facilitating learning for adults.
- c. The Contractor will include professional development for state-approved trainers and relationship based professionals in the Program Delivery Plan as indicated in section 10. DCYF will preapprove and review all training developed by the Contractor or approved instructional designer for the professional development of state-approved trainers or peer-mentors, providing feedback for modifications as needed.
- d. Expenses for conferences for state-approved trainers and peer-mentors will be reimbursed at the actual expense. The Contractor must submit an outline of the cost per trainer in order to receive reimbursement
 - (1) Preapproval is required for all conferences.
 - (2) Reimbursement will be made directly to the Contract and will cover registration, required travel, and per-diem.
- e. Trainer Pathways.
 - (1) The Contractor shall expand the trainer pathways program to extend offerings to provisional trainer applicants referred by DCYF as well as provide additional support to existing trainers. Implementation of this program includes:
 - (a) Coordination, selection and assignment of the Provisional Trainer Pathways participants will be done mutually between the Contractor and DCYF.
 - (b) Support Provisional Trainer Pathways participants throughout the program.
 - (c) Complete a recommendation form for each participant at the end of their participation. The Recommendation Form will be mutually agreed upon.
 - (d) Complete trainer observation rubric for each Provisional Trainer Pathways participant.
 - (2) The program model and implementation plan shall be included in the Contractor's Program Delivery Plan.

15. COMMUNITY COLLABORATION

- a. Professional Development Regional Coordination Meetings. The contractor shall participate in Professional Development Regional Coordination Meetings. The purpose of these meetings is to bring together local regional entities for strategic planning and coordination on current and future professional development delivery and other workforce supports.
- b. Additional DCYF-convened meetings. The Contractor shall participate in DCYF-convened meetings with other regional organizations, as determined by DCYF, such as the Child Care Aware of Washington, local college point-of-contacts, DCYF Licensing, regional DCYF staff and regional DCYF-designated partners.
 - (1) Meetings will occur within each Early Achievers region, as determined by DCYF.

16. FAMILY CHILD CARE DEVELOPMENT FUND

- a. The Contractor will implement the deliverables of the Career Development Fund, as outlined and approved by DCYF in the Program Delivery Plan (section 10), to support family home child care providers to grow professionally. This includes developing mentoring skills of existing licensed providers to increase the number of the state's licensed family home child care providers.
- b. Data about individuals served through the Career Development Fund, both as the LFCC provider and the Intern, shall be provided including first and last name, STARS ID, individuals matched and indicate if the Intern is an FFN and other data points as identified in section 20.d.(1).
- c. The Contractor must submit the mentor and intern agreements to DCYF for review prior to use.
- d. The Contractor will develop a training to ensure that new mentors have the Relationship Based Professional Development knowledge to mentor other individuals. This must be reviewed and approved by DCYF.
- e. PROGRAM ELIGIBILITY
 - (1) Mentor Qualifications and Eligibility. Required within the Program Delivery Plan and reviewed and approved by DCYF. A minimum of the following must be considered for eligibility:
 - (a) Be a licensed family child care provider caring for at least one child receiving subsidy at the time of acceptance into the program (providers who let more than 90 days' lapse since last day of subsidized care will no longer be considered eligible for participation).
 - (b) Be enrolled in Early Achievers, recognized as a Level 3, or qualify for an exemption as described in the Program Delivery Plan.

- (c) Meet the minimum education requirements as outlined in WAC or have a professional development plan or exception on file. (d) Have a licensing status of "open".
 - (2) Intern Qualifications and Eligibility:
 - (a) Commit to becoming a licensed family child care provider and serving children receiving subsidy.
 - (b) Provide proof of lead teacher qualifications or professional development plan to complete qualifications prior to the licensing orientation. (c) Follow portable background check WAC.
 - (3) Mentor Matching:
 - (a) Mentors will be matched as described within the Program Delivery Plan.
 - (b) DCYF reserves the right to disqualify a mentor from participating in the program based on licensing status or other potentially confidential information. If this were to occur, DCYF will ensure this does not conflict with the approved program plan and will communicate this decision with the Mentor.
- f. PROGRAM RECRUITMENT
 - (1) The Contractor must complete recruitment strategies to engage a **minimum of 150** mentors and interns to participate in the Career Development Fund as described in the Program Delivery Plan, section 10.
- g. CDF MENTOR AND INTERN ORIENTATION
 - (1) The Contractor must provide orientation to LFCC Providers interested in becoming a CDF Mentor for both returning and new mentors (2) Program orientation must include, but is not limited to: (a) Program eligibility requirements.
 - (b) CDF LFCC Mentor and Intern responsibilities.
 - (c) Contract Agreement Overview between the CDF Mentor and the Contractor.
- h. MENTOR SUBCONTRACTS
 - (1)The Contractor shall subcontract with LFCC providers to become Career Development Fund mentors and complete responsibilities outlined and approved by DCYF within the Program Delivery Plan.
 - (a) Subcontractors may be returning mentors from the previous year.
 - (2)The Contractor shall establish the subcontract agreement between the Contractor and the Mentor and ensure participation agreements between the Mentor and Intern.
 - (3)The Contractor must monitor the mentor for completion of required activities as described in the approved Program Delivery Plan.
 - (4)The Mentor must be held accountable to:
 - (a) Document and submit monthly Intern progress and mentoring activities per the Program Delivery Plan using a mutually agreed upon report template and time sheet.
 - (b) Mentoring the Intern toward milestones, resulting in the development of a business plan to open a family child care business.
 - (c) Communicate with the Contractor any delays in program progress.
- i. RELATIONSHIP BASED PROFESSIONAL DEVELOPMENT FOR MENTORS
 - (1) Provide RBPDP training to LFCC Providers who have committed to being a CDF Mentor delivered per the Program Delivery Plan.
 - (2) The RBPDP training must include, but is not limited to:
 - (a) How to navigate difficult conversations with adults.
 - (b) Establishing a workplace environment conducive to adult learning.(c) Introduction to reflective practice for adults.
- j. STATE APPROVED TRAINING
 - (1) Mentors and Interns enrolled in the CDF program may access training related to operating a family child care business.
 - (2) Mentors and Interns who access family child care business training may only appear once on any contract invoice for billing related to that specific training.
- k. TECHNICAL ASSISTANCE
 - (1) The Contractor shall provide ongoing technical assistance to current CDF mentors and interns to support them in developing the technical skills needed in order to be a successful mentor and new provider.
 - (a) The Contractor shall provide technical assistance sessions to mentors. Technical assistance sessions will include time to review assignments, answer questions regarding milestone completion, and improve technical skills.
 - (b) The Contractor shall host regularly scheduled technical assistance webinars to assist mentors and interns in completing program deliverables.

I. NEW PROVIDER AWARD

- (1) The Intern is eligible for the New Provider Award once they complete the following:
 - (a) Complete the MERIT Portable Background check, verified education application, and have all trainings recorded in MERIT;
 - (b) Complete the following trainings including but not limited to: Child Care Basics, CPR/First Aid certification (including infants), blood borne pathogens training, food handler training, mandated reporter training, DCYF-required training on infant Safe Sleep, disaster preparedness, medication management, prevention of shaken baby; and Attendance, and Subsidy Billing training;
 - (c) Submit TB test results;
 - (d) Receive their initial license from DCYF; and
 - (e) Serve a minimum of one child on subsidy at the time of applying for an award.
- (2) The contractor shall administer the New Provider Award to new licensed family child care owners. The newly licensed provider must submit the following:
 - (a) An application for New Provider Award tied to program quality improvements. This must include how the award will be tied to program quality and in alignment with Early Achievers Quality Indicators and may be in the amount of up to \$4,000.
 - (b) Participant Evaluation of Career Development Fund program.
- (3) Licensing and subsidy status will be verified by DCYF before the award is issued by the Contractor.
- (4) The Contractor must submit the completed application packet to DCYF for all Interns when submitting for payment.
- (5) The award documentation must indicate that the Intern must keep receipts for 7 years and may be subject to audit by the State.

m. SUCCESSFUL MENTOR AWARD

- (1) The contractor shall administer Successful Mentor Awards to LFCC Providers who successfully completed the contractual requirements of being a CDF Mentor per the Program Delivery Plan. The successful mentor must submit the following:
 - (a) An application for Successful Mentor Award tied to program quality improvements. This must include how the award will be tied to program quality and in alignment with Early Achievers Quality Indicators and may be in the amount of up to \$4,000.
 - (b) Mentor completes program evaluation.
 - (c) Eligibility requirements such as licensing and subsidy status will be verified by DCYF before the award is issued by the Contractor.
 - (d) The Contractor must submit the completed application packet to DCYF for all mentors prior to submitting payment.
 - (e) The award documentation must indicate that the Mentor must keep receipts for 7 years and may be subject to an audit by the State.
 - (f) The contractor may establish a process for recommending to DCYF when a Mentor may earn a Successful Mentor Award even if their Intern does not complete their licensing obligations. This must include the development of a standardized process for determining award recommendation.

17. PRE-SERVICE COHORT MODEL

- a. The Contractor will implement pre-service supports, as outlined, and approved by DCYF in the Program Delivery Plan (section 10), to support incoming child care providers with meeting their licensing pre-service requirements.
 - (1) The Pre-service supports may include the delivery of the following trainings:
 - (a) CPR
 - (b) First Aid
 - (c) Blood Borne Pathogens
 - (d) Food Handlers Permit
 - (e) Child Care Basics
 - (2) The Pre-service Cohort Model approach may include support in obtaining the following:
 - (a) MERIT account
 - (b) STARS ID
 - (c) Completed Portable Background Check

- (d) Completed TB test
- (e) Safe Sleep training completion
- b. TECHNICAL ASSISTANCE
 - (1) The Contractor shall provide ongoing technical assistance to support providers in developing the technical skills needed to be a new provider.
 - (a) Technical assistance shall be outlined by the Contractor program delivery plan and will be submitted to DCYF for approval.
 - (b) The Contractor shall host computer lab days to support individuals with completing the online work required. This shall include:
 - 1. Creating a MERIT account
 - 2. Obtaining a STARS ID
 - 3. Completing Safe Sleep
 - 4. Completing Food Handlers Permit
 - 5. Submitting a Portable Background Check

18. UNION NEUTRALITY

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

19. REPORTS AND DELIVERABLES

- a. The Contractor shall provide the following reports to DCYF using a DCYF provided template to document the progress toward performance goals within this contract.
- b. Any updates to the template within the contract period shall be mutually agreed upon.
- c. The Contractor shall track data using a DCYF approved method for the purposes of program data collection and evaluation.
- d. Monthly Report: Completed and submitted with monthly invoicing, no later than the 15th day of each month, on the DCYF provided template (contract reference document). The Contractor will track regional implementation against established quality implementation metrics. The program quality metrics will be mutually agreed upon by both DCYF and the Contractor as documented in the Program Delivery Plan. The Monthly report will include:
 - (1) Data about individuals served through all program deliverables, using DCYF provided template described in section 20.d.
 - (2) Brief narrative summary of services delivered for CDF, training delivery and incentives.
 - (3) All FFN providers who have completed state-approved training and are eligible for an incentive. This section must include: Provider name, SSPS number, title of training, trainer name, hours and dates of completed trainings.
- e. Quarterly Report. Reports are due on October 31, 2024, January 31, 2025, and April 30, 2025 and will include information across all deliverables, including narrative and data regarding program implementation, lessons learned, identified risks and proposed solutions, updates to the program delivery plan, and recommendations for DCYF consideration using the DCYF provided guide.
 - (1) Quarterly report must include a technical assistance section that will include information on time spent delivering technical assistance as outlined in this statement of work, themes for the current quarter, and challenges/issues to address moving forward.
- f. Annual Report. The annual report is due on July 31, 2025 and will include all information within the quarterly report, plus additional narrative and data indicating cumulative outcomes and a summary and analysis of impact for all contractor deliverables over the last fiscal year. The annual report will also include a state-approved trainer observation summary reviewing trends, areas of strength and opportunity, and details on how the data will be used to inform trainer supports in the next fiscal year.
- g. Trainer Observations & Rubrics. Complete initial and annual observations of all state-approved trainers using the DCYF provided form and submit all completed rubrics to DCYF.

20. PLANNING FOR FUTURE NEEDS

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

21. COMPENSATION AND VOUCHER PAYMENT

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





Exhibit B - Budget Report

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

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

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
1. Training Delivery and Incentives	1 Cost	\$1,678,500.00	\$1,678,500.00		\$35/hour
2. EQEL LMS Delivery	180 Each	\$75.00	\$13,500.00		
3. CCB LMS Delivery	360 Each	\$125.00	\$45,000.00		
4. FFN Incentive Reporting	1 Cost	\$30,000.00	\$30,000.00		
5. CBA Pathways Professional Development	1 Cost	\$23,520.00	\$23,520.00		\$35/hour
6. Pathways Professional Development	1 Cost	\$43,480.00	\$43,480.00		
7. DLL Training Delivery	60 Each	\$450.00	\$27,000.00		
8. DLL Toolkits	100 Each	\$150.00	\$15,000.00		
9. Imagine U - Recruitment, Onboarding, Refinement	150 Each	\$1,129.33	\$169,399.50		
10. Imagine U - Technical Assistance and Training	1 Cost	\$600,000.00	\$600,000.00		
11. Imagine U - Wages and Awards	1 Cost	\$2,926,249.20	\$2,926,249.20		
12. Administrative Fee	1 Cost	\$835,747.31	\$835,747.31		
		Total:	\$6,407,396.01		

Contract Maximum: \$6,407,396.01

Contract Funding Source(s)

Federal Funds	\$2,912,269.08
State Funds	\$3,495,127.50

ALN #: 93.575



Exhibit C - Deliverables Report

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

#	Deliverable Title, Due Note, Description	Due Date
1.00	Program Delivery Plan <i>The Program Delivery Plan outlines the approach for training and other programming to be available in all parts of the state, meeting the diverse needs of and providing equitable access for providers and relationship-based professionals. Once submitted, the Program Delivery Plan can be resubmitted to adapt to meet community needs.</i>	Sep 1, 2024
2.00	Training Delivery Spreadsheet <i>The Training Delivery Spreadsheet includes the training to be delivered and shall be completed on the DCYF provided spreadsheet. See Training Delivery Spreadsheet, contract reference document.</i>	Sep 1, 2024
3.01	Monthly Report <i>Shall be completed using the Monthly Report contract reference document.</i>	Aug 15, 2024
3.02	Monthly Report	Sep 15, 2024
3.03	Monthly Report	Oct 15, 2024
3.04	Monthly Report	Nov 15, 2024
3.05	Monthly Report	Dec 15, 2024
3.06	Monthly Report	Jan 15, 2025
3.07	Monthly Report	Feb 15, 2025
3.08	Monthly Report	Mar 15, 2025
3.09	Monthly Report	Apr 15, 2025
3.10	Monthly Report	May 15, 2025
3.11	Monthly Report	Jun 15, 2025
4.01	Quarterly Report <i>The Quarterly Report includes information across all deliverables, including narrative and data regarding program implementation, lessons learned, identified risks and proposed solutions, updates to the program delivery plan, and recommendations for DCYF consideration using the DCYF provided guide.</i>	Oct 31, 2024
4.02	Quarterly Report	Jan 31, 2025
4.03	Quarterly Report	Apr 30, 2025
5.00	Annual Report <i>The Annual Report is dues on July 31, 2025 and includes all information within the quarterly report, plus additional narrative and data indicating cumulative outcomes and a summary and analysis of impact for all contractor deliverables over the last fiscal year. The annual report will also include a state-approved trainer observation summary reviewing trends, areas of strength and opportunity, and details on how the data will be used to inform trainer supports in the next fiscal year.</i>	Jun 30, 2025



Exhibit D - General Terms and Conditions

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1. DEFINITIONS

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

- a. **“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

The Imagine Institute

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 25-1031, attached hereto The Imagine Institute (the "Contractor") has agreed to execute the professional development deliverables of the Collective Bargaining Agreement between the State and SEIU 925 and to provide additional required and continuing education training to child care providers..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contact Number 25-1031 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 25-1031. 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 25-1031.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 25-1031, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 25-1031 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 25-1031.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 25-1031 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 25-1031.

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. 25-1031 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. 25-1031 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 25-1031 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 25-1031 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 25-1031 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. 25-1031, 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.



PROFESSIONAL LEARNING IMPLEMENTATION GUIDE FY 2025



Washington State Department of
CHILDREN, YOUTH & FAMILIES

Original Date: July 1, 2020 | Revised Date: April, 2024

Eligibility & Provider Supports | Approved for distribution by PD Administrator



Washington State Department of
CHILDREN, YOUTH & FAMILIES

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Overview of Changes for Fiscal Year 2025

Revised Sections

Only dates and grammar were updated for FY25.

Overview

The Department of Children, Youth and Families (DCYF) Professional Learning Implementation Guide provides guidance for professional development contractors to execute the **Professional Development** sections of their contract. The purpose of this document is to ensure contractors adhere to the state's guiding resources and expectations for State-Approved Training and DCYF-developed curricula.

Professional Development Coordination

Training Program Evaluations

Contractors are responsible for conducting evaluations that are related to their training programs. The first evaluation is the annual review of training data to get a better understanding of trends in delivery. The analysis of the data may include a look at the methods of delivery, the characteristics of the training, information about participation and completion rates, and overarching trends across the quarters. The training delivery analysis should also examine trends across fiscal years and include inferences and projections for the coming fiscal year.

The second evaluation is a community needs assessment. This evaluation can be done using mixed methods that combine both qualitative and quantitative approaches. For example, activities may include focus groups, interviews with relationship-based professionals, surveys and individual interviews with participants of the training program. The data should be used to inform future training program-related decisions.

Quality Assurance for Current Trainers

DCYF Contractors who deliver trainings and have Organization Trainer Mentors (OTMs) will complete an annual observation for all trainers. Additionally, all trainings that are listed on behalf of Contractors in the registry will be included in DCYF's random quality assurance observations.

Observation Process

Organization Trainer Mentors will use the Trainer Observation Rubrics that are posted on Coach and Educator Community Interface (CECI) to complete the annual observations for their current trainers.

- OTMs and trainers should work together to identify learning goal(s) in *at least one* of the **Trainer Standards** for the fiscal year.

OTMs will observe the trainers using the rubric, focusing on the Trainer Standards that were identified for each trainer.

- OTMs can decide to complete the annual observations during a single training or across multiple trainings.

Contractors will need to keep completed rubrics for each trainer; they do not need to submit to DCYF for review and scoring, unless requested by DCYF.

Contractors are responsible for supporting the professional growth and development of their trainer workforce. If a trainer is selected for a random quality assurance observation and receives less than 80% of the points possible, they will not be put on **provisional approval status**. The OTM and the trainer will receive the observation results and feedback and will be expected to integrate the feedback into the trainer’s individualized professional growth plan.

Defining Which Trainers Need to Be Observed

According to the contracts, partners *must complete an annual observation for each State-Approved Trainer using the Trainer Observation Rubric*. The OTM must select *at least one* Trainer Standard for the annual observation for any trainer who is listed on the organization’s Training Delivery Plan. The annual observation is considered complete once the OTM has observed all of the indicators in the selected Trainer Standard(s) for the trainer.

Use the table below to determine if a trainer is eligible for an annual observation:

Scenario	Annual Observation
State-Approved Trainer delivering a session listed on the training delivery plan	Required
Individual with a primary role of coach who is a State-Approved Trainer but does not offer training for the region.	Not required
State-Approved Trainer delivering a training session that uses non-DCYF funding.	Not required

Using the Observation Rubric for Initial Observations

The Trainer Observation Rubric should be used for all initial trainer applicant observations in fiscal year 2025. These observations must be live (either in-person or online) and a minimum of 90 minutes long.

OTMs are expected to share individualized feedback with every trainer applicant. They must keep a record of the rubric and submit all trainer observation rubrics to DCYF to training@dcyf.wa.gov. DCYF will *complete the scoring sections under each of the competency areas and make the final score calculation* for trainer applicants.

When completing the rubric, the OTM is expected to:

1. *Complete all sections* of the rubric, except those that are not applicable to the observation.
2. *Leave short notes* for each indicator. The notes can include instances of exemplary practice and information on how the rating could be improved in the future.

3. *Create and share a feedback summary* at the end that captures strengths and areas for improvement for each trainer.

When completing the initial observation, the trainer (applicant) is expected to complete the anti-bias self-reflection questions. The responses to the prompts below will not be collected.

- a. What are some identity indicators that describe you?
- b. How has your background shaped your experiences with injustice and privilege?
- c. The term oppression refers to a combination of prejudice and institutional power that creates a system that regularly and severely discriminates against some groups and benefits other groups¹. How have individual and institutional racism, sexism, classism, ableism, heterosexism, xenophobia, and other systems of oppression impacted you and the people that you train?

These tools are meant to encourage the trainer to build awareness of their practice and will not be used to make a final approval decision for initial or existing trainers.

Sharing Trainer/Training Concerns

All contractors are responsible for notifying DCYF if a trainer engages in illegal or unethical behavior, and/or violates the Standards of Practice and Professionalism. This may include but is not limited to situations that result in disciplinary action or termination of services. Examples may include: plagiarism, inappropriate collection of fees, and appropriation of proprietary curricula.

Contractors can submit a confidential trainer concern form or complete a one-on-one interview with the DCYF Professional Development team.

Training Development and Delivery

As a professional development contractor, there will be times when participation in DCYF-workgroups is required to support the development of new professional learning content, standards, models, or to provide feedback on state-wide implementation. Professional development contractor involvement and partnership is essential.

All professional development contractors and associated relationship-based staff and trainers need to have an account with The DCYF Professional Development team uses CECI to share resources, facilitate project groups, and host virtual communities of practice.

Developing Your Own Curricula

Contractors who are interested in developing new curricula must disclose their intent in the Training Delivery Plan. DCYF asks for this information prior to development in order to keep up-to-date on contractor's interests and direction, ensure alignment with other initiatives, and to

¹ National Museum of African American History & Culture. (n.d.) *Social Identities and Systems of Oppression*. <https://nmaahc.si.edu/learn/talking-about-race/topics/social-identities-and-systems-oppression>.

leverage existing resources, whenever possible. By understanding contractor's needs and vision for the future, DCYF can reduce the duplication of effort and cultivate partnerships around similar interests.

Contractors may submit ~~your~~ curricula ideas for approval by including them in the Training Delivery Plan or by sending a separate email to the DCYF contract manager and copy training@dcyf.wa.gov. DCYF will review and provide feedback and/or approval within ten (10) business days of receipt. When submitting, please include:

- A rationale or statement of need for the curriculum;
- Learning objectives;
- Alignment with DCYF standards – core competencies, trainer standards, and Early Achievers when applicable.
- Detailed outline of the training;
- Resources that will be utilized for curriculum development; and
- Description of how this training would align with other available related content.

Training Delivery Plan

Developing a Training Delivery Plan

A Training Delivery Plan outlines the approach for training that meets the diverse needs of providers, trainers and relationship-based professionals, including infant early childhood mental health consultants, coaches, and mentors across the state. Training Delivery Plans allow DCYF to better understand the learning opportunities that are offered by professional development contractors and allow for increased coordination between multiple agencies to ensure a more effective use of resources. DCYF will analyze the Training Delivery Plans to determine if providers have equitable access to content and plan for future professional learning opportunities. It also provides insight into potential adjustments that may be needed for training program implementation.

The Training Delivery Plan details how your organization will meet the training delivery requirements specified within your contract. The Training Delivery Plan should cover the timeframe of October – September of any given year. This timeframe crosses fiscal years to allow you to plan ahead to ensure the availability of training within the first quarter of each fiscal year.

Before Establishing a Training Delivery Plan

The Training Delivery Plan should be reflective of community needs, state priorities, and contract requirements. When developing the Training Delivery Plan, consider what type of outcomes you want to accomplish through the offerings.

DCYF will coordinate training planning time at the beginning of the contract year for partners to come together to share their training priorities, special initiatives and other information

relevant to the successful coordination of training offerings statewide. All partners should come to this conversation prepared to share draft training delivery plans. Collaborative training delivery planning across partners ensures an availability of training around the state to meet diverse learning needs of providers.

DCYF understands not all information about logistics will be available a year in advance. The goal is to determine the dosage of topic areas and regional locations (city) in advance, in order to identify and address the potential gaps in service delivery (i.e. accessibility in rural regions, availability of language to meet community needs) across partners. The listed trainer and location may be tentative as you work to secure these details throughout the year.

Consider these reflective questions to guide the development of the Training Delivery Plan:

- What do training evaluation or needs assessment data tell you about participant’s learning needs?
- What is required by legislation?
- How can you support professionals with meeting state or federal requirements for their role?
- What does the history of training availability and training completion tell you?
- Do your State-Approved trainers and relationship-based professionals have unique strengths or passions?
- What kind of professional learning will you offer your organization’s State-Approved trainers and relationship-based professionals?

Considerations for COVID-19

DCYF recognizes that counties may vary in their response to COVID-19 which may impact how in-person State-Approved Training is delivered. We advise Contractors to:

- Adhere to the latest Washington Department of Health recommendations; and
- Follow all Local Health Jurisdiction requirements

Contractors may need to make adjustments to their Training Delivery Plans depending on the emergent situation.

Creating a Training Delivery Plan

The training delivery plan helps with statewide planning and coordination across multiple professional development contractors delivering learning opportunities for in-service hours. All contractors are expected to use the same template to complete this deliverable. DCYF established an electronic format to collect information for contractors to see all training plans in one shared location.

Training Delivery Plan Review

The Training Delivery Plan is submitted with the quarterly report as a contract deliverable. In the 2024-2025 year, DCYF will be transitioning to conversational quarterly reports for the narrative component of the deliverable to encourage dialogue, collaborative brainstorming and planning. These quarterly conversations will cover the same content as previously requested in the narratives, and Training Delivery Plans will still need to be submitted as required by the contract deliverable.

DCYF will include the Training Delivery Plan Review during the **mid-fiscal year meeting** and an **end-of-year meeting**. We encourage your program staff and regional representatives to attend these meetings. Contractors will provide materials (ex. slide deck, written report, etc) that address the following:

- Training completion and attendee data, evaluation data, or other information that informs the Training Delivery Plans;
- Successes with implementation;
- Challenges with implementation;
- Training projections for the next quarter; and
- Supports that they would like to see from DCYF.

The developed materials may be used to publicly showcase the work to funders, legislators, and other stakeholders. The presentation materials, meeting minutes, and recording of the meeting (if conducted virtually) will satisfy this reporting deliverable.

DCYF hopes the change in frequency and deliverable format will reduce the administrative burden faced by contractors and provide an opportunity for interactive planning and relationship-building.

Learning Agenda

The learning agenda captures learning priority areas and serves as a tool to promote aligned development and delivery of professional learning opportunities across partners.

. Reference Appendix A to determine which area of focus aligns with learning objectives identified for the training .

Areas of Focus
Anti-racist practices, racial equity, and social justice
Trauma-Informed Care and Resilience
Social Emotional Learning content is aligned with Pyramid Model

Dual Language Programs/Multi Language Learners
Infants and Toddlers
Leadership and Business Practices
Outdoor Learning
Training
Relationship-based Professional Development

Learning Cycle

All trainings that are developed by DCYF implement the learning cycle that was established by Cultivate Learning in the Intentional Teaching Framework. This model encourages application of learning that results in better outcomes for children.

Learning Cycle

All training developed by DCYF implements the professional learning cycle. The learning cycle, established by Cultivate Learning, is part of their Intentional Teaching Framework. The learning cycle is continuous and can lead to better outcomes for children.



KNOW:

Learning about development and effective practices. Includes reflecting on current knowledge, experience, and understanding.

SEE:

Using model examples to identify effective practices and aspects of development.

DO:

Using strategies to try out and apply learning. This can occur during training or in ongoing practice.

REFLECT:

Analyzing and discussing practices to support understanding and plan for improvement.

IMPROVE:

Setting goals, planning for and implementing positive, measurable change to practices.

Adults can learn and apply knowledge in the learning cycle in many different ways. You can use some of the approaches below to create an impactful learning experience:

- Job aides and work tools that professionals may use to support with application;
- Tools that coaches may use to support with application;
- Professional learning cohorts; and
- Goal-planning and observation tools.

Opportunities for State-Approved Trainers and Relationship-based Professionals

Contractors may also provide professional learning opportunities to their organization's State-Approved Trainers and relationship-based professionals. The goal of these types of supports is to increase the knowledge and skills directly tied to facilitating adult learning. If you provide professional learning support to trainers and relationship-based professionals, you must include these professional learning events in the Training Delivery Plan.

When completing the Staff Professional Development tab in the Training Delivery Plan spreadsheet, contractors must note which relationship-based and trainer standard(s) were addressed through the learning opportunity. Contractors that provide statewide services must submit professional learning opportunities for every region. Learning may include trainings that grant in-service hours in the registry as well as other events, such as communities of practice.

Modifying a Training Delivery Plan

Training Delivery Plans can be adjusted at any time to reflect emerging community needs and other previously unknown factors.

All changes to training delivery must be updated in the registry within five (5) business days.

There are two types of changes:

- Minor (i.e. changes to trainer name, training location); and
- Significant (i.e. regional location, change in frequency of a previously approved training topic, cancelling/adding a class, or change in training delivery method).

Minor changes to the Training Delivery Plan do not need to be submitted to DCYF. Significant changes must be submitted to DCYF at training@dcyf.wa.gov as soon as the contractor becomes aware of them, and no less than ten (10) business days before delivery. DCYF will review within three (3) business days.

Email requests for changes to the Training Delivery Plan will include:

- Description of original plan and proposed new plan;
- Reason for change;
- Description of the impact to the overall budget; and
- Description of the impact to the overall deliverables.

Marketing Training

DCYF must have the ability to leverage awareness of the availability of trainings offered with state resources. DCYF will use the submitted Training Delivery Plans and reference the available trainings as listed in the registry.

Listing Trainings in the Registry

All trainings made available with DCYF funding or available for in-service hours must be recorded in the registry. This provides professionals a centralized place to search for available trainings and allows DCYF to generate aggregated data reports.

- All trainings need to be made available in the registry a minimum of three (3) weeks prior to the first training.
- Once the Training Delivery Plan is created, input all trainings into the registry. Trainings paid for using DCYF resources are considered “public” and must be accessible to all providers.

Incentives and Materials

Contractors may have the ability to provide incentives or training materials for participants as allowable by the funding source for the training listed in the Training Delivery Plan.

- Materials are resources *necessary* for the training.
 - Examples: required training curriculum or guidebooks.
- Incentives are *optional* to the training. They may be used to encourage participation or the application of learning.
 - Examples: toolkits, materials to enhance the environment, classroom supplies, financial participation incentives.

Contractors may offer a monetary incentive only if it is allowed by their funding source. *Per state law, DCYF funding may not be used toward some types of incentives, including: gift cards, food or beverages.*

DCYF-Developed Training

There are a number of DCYF-developed trainings. Materials to deliver DCYF-developed trainings are hosted on two different platforms: and Basecamp. Your contract will specify if you are required to offer the training.

Training	<u>CECI</u>	Basecamp
Anti-bias, Anti-racist Practices	✓	
Child Care Basics (CCB)		✓
Dual Language Learners (DLL)		✓
Enhancing Quality of Early Learning (EQEL)	✓	
Executive Function		✓
FFN Health and Safety		✓
STEM Training		✓
Strengthening Business Practices		✓

PACE – Provider Access to Community Equivalent	✓	
Electronic Attendance System		✓

Protocol for Delivering DCYF-Developed Training

Trainer Onboarding and Facilitator Guides

Training developed by DCYF will often include an onboarding requirement and will have a facilitator guide. The facilitator guide is intended to ensure trainers are providing the learning content with consistency. Trainers have the ability to modify activities or examples to meet the needs of the audience but should adhere to the content of the delivery to ensure consistency in delivery around the state for all participants.

Training Memorandum of Agreement and Trainer Recommendation

Each training listed above requires that the designated professional development lead has a signed [memorandum of agreement](#) to [make recommendations](#) for trainers to deliver DCYF-developed curricula and oversee trainers and their delivery. Contractors can reference the [Policy Manual](#) to learn more about delivery expectations for these trainings. Review the [full process here](#).

Visit the [OTM/Designated Lead Community of Practice](#) in CECI for more information.

Eligible Attendees

The funding source for the contract determines the eligibility of attendees and will be specified in the contract. Due to the nature of public funds, trainings may not be exclusive to a single center or family home program and must be open to all eligible participants who are interested in participating.

Approaches for Technical Skill-Building

Technical Assistance

Technical Assistance is a strategy, similar to consultation, that is a collaborative, solutions-oriented process between a consultant with specific expertise and an individual. Technical assistance providers are focused on the assessment and resolution of a specific concern or need. Professional development contractors may have designated resources for technical assistance around increasing provider awareness and usability of specific systems (such as electronic attendance or grant applications) or around other content areas (i.e. navigating the registry or the Career Portal). These DCYF contracted Technical Assistance services have specific guides contractors will use for delivery.

Technical assistance providers are expected to apply the [Relationship-based Professional Development Standards](#) to their work.

Learning Series

A learning series is defined as a long-term, learning opportunity that leverages traditional learning with reflective learning to provide in-depth exploration into a single training topic.

Learning series will:

- Ensure availability of deeper learning around the state;
- Increase likelihood of a change in practice;
- Encourage educators to plan ahead, and engage in deeper learning; and
- Allow PD contractors to collaboratively deliver comprehensive learning that addresses both theory and application.

There are many important content areas for early learning providers to master. In order to prioritize focus areas for the learning series, DCYF and contracted partners are advised to follow the learning agenda detailed above in this document. Learning Series must include a minimum of ten (10) hours of content, designed with both theory and application combined. Use the **learning agenda** to guide your decision-making as you incorporate learning series in your organization's Training Delivery Plan.

Reflective Learning

Reflective learning groups are formed when a group of individuals engage in a process of collective learning. The term reflective learning group is an overarching term that encompasses numerous approaches and formats for group reflective practice, including: professional learning communities, communities of practice, and peer learning communities. All of these approaches allow participants to engage in ongoing reflection, and to work together in an intentional and regular way around a topic of interest with the goal of deepening their understanding of the concept(s) and improving their practice. The success of this approach depends on an individuals' ability to be self-aware, engage in reflective practice, and be open to continuous professional growth. Both the participants and facilitator will build reciprocal understanding, increased knowledge and skills, and support each other's growth through parallel process.

Translation Protocol

In order to reduce language barriers and make training content available to a wider range of providers within a community, DCYF provides content in Spanish, Somali, and English and strives to release materials at the same time in all three languages.

DCYF is committed to ensuring availability of training in the languages of the providers within the community. When possible, training should be delivered in the language providers need. If not feasible, Contractor must use an interpreter to meet the language need.

The process outlined below offers guidelines for translation of materials:

1. Determine how the documents will be translated
 - a. Professional translation is the recommended option for larger documents or those with a wide dissemination.
 - b. Get an estimate and work sample prior to selecting a professional translation contractor.
 - c. Training delivery dollars can be used for curriculum development, which includes translation. Be sure to include this information in the Training Delivery Plan.
2. If using an internal translator (staff member)
 - a. Ensure the staff person has the necessary language expertise and has sufficient time. This option is best for short and simple materials. Using internal expertise should not negatively impact training delivery or negatively impact the ability to meet contract requirements.
3. Before finalizing payment to the translator
 - a. Make sure documents are received back in Word with the appropriate branding. These will be submitted to DCYF along with the final curriculum and materials in English.
 - b. Complete a review by a native speaker, often dialect and language errors are still present, even with professional translation, so build in the time for this.
 - c. Provide corrected language back to the translation company so they can keep the vocabulary and industry language as part of translation memory for future projects.
4. Submit final documents to DCYF.

Serving as an Organization Trainer Mentor (OTM)

An Organization Trainer Mentor (OTM) (or other DCYF approved designated lead) is an individual who is employed by a professional development contractor of the Department. An OTM is a State-approved Trainer who has extensive experience mentoring and supporting adult learning professionals. OTMs assist colleagues at their organization to complete the trainer approval process and provides ongoing mentoring to prospective and approved trainers. By assuming the role of an OTM, the individual is committing to maintaining the integrity of the DCYF State-approved Training Program.

Contracted organizations may have at least one designated OTM to support with observations, and individualized professional learning supports to the trainer workforce.

OTM qualifications include:

- Active State-Approved Trainer status
- A strong understanding of the guiding documents for the State-Approved Training program, including:
 - [Standards of Practice and Professionalism for State-Approved Training](#),
 - [Trainer Standards](#),

- [Trainer Observation Rubric](#), and
- [Professional Development Policy Manual](#).

OTM responsibilities include:

- Providing guidance to prospective State-Approved Trainers on completing the application, as well as ongoing mentoring to trainers.
- Submitting trainer recommendations for delivery of DCYF-developed training using the Memorandum of Agreement and Trainer Recommendation forms.
- Committing to accurate reporting of the trainer applicant's skills using the Trainer Observation Rubric.
- Conducting annual observations of all State-Approved Trainers and providing each trainer with individualized feedback.
- Incorporating random quality assurance observation feedback into trainers' professional growth plans.
- Submitting all observation rubrics to DCYF at training@dcyf.wa.gov, if requested.
- Informing professional development strategic planning and training-related policy decisions.

Union Orientation

As described in the 2021-23 Collective Bargaining Agreement, Section 4.6, Union Orientation, the Union will be provided 30 minutes' time during in-person trainings for licensed family home and family, friend, neighbor providers. For more information, see the Union Orientation Protocol Document.

This includes:

- Subsidy billing and electronic attendance trainings;
- Child Care Basics Trainings or FFN Health and Safety or CPR/First Aid trainings provided by the Imagine Institute; and
- Imagine Institute trainings.

Review the Union Orientation Manual for those that will be coordinating SEIU 925 union orientations.

Conclusion

This Implementation Guide is intended as a supplement to the final contract. It provides information that pertains to the execution of the activities for the fiscal year. We welcome your comments on how to improve this resource. If you have feedback or questions regarding the information in this document or your contract, please contact your DCYF Contract Manager.

Definitions

Child Care Basics (CCB) Training: This 30-hour curriculum is designed to meet the initial basic training requirement for early learning program staff working in licensed or certified programs in Washington state. It serves as a broad introduction for professionals who are pursuing a career in the early care and education field and covers the state and federal health and safety topics for pre-service requirement in licensed care.

Child Care Center (CCC): Center-based licensed child care provider.

Collective Bargaining Agreement (CBA): The 2017-2019 agreement negotiated and entered into between the State and SEIU Local 925.

Conference Special Event Application: Allows organizations and trainers to submit an application to DCYF to have experts who are not State-Approved Trainers conduct training that earns in-service hours (STARS). All conference/special events align with WA Core Competencies and include a knowledge assessment and evaluation of training.

Core Competencies for Child and Youth Development Professionals: A set of professional core competencies developed for youth that align with Washington State Core Competencies for Early Care and Education Professionals.

Core Competencies for Early Care and Education: Defines what early learning professionals need to know and be able to do to provide quality care and education for children and their families. They serve as the foundation for decisions and practices carried out by professionals in all early care and education settings and align with national standards for early childhood educators.

Early Learning Provider(s)/Provider(s): Includes all early learning professionals who may be Licensed Family Home (LFH), Licensed Child Care or Family, Friend and Neighbor (FFN) or programs delivery such as ECEAP.

Early Learning Region: Six (6) regions in Washington used for Early Achievers regional breakdown. This includes Olympic Peninsula, Northwest WA, King and Pierce Counties, Southwest WA, Central WA, Eastern WA.

Education Application: An electronic application available in MERIT to request verification of education information and recording of outcome in MERIT.

Family, Friend and Neighbor (FFN): Home-based subsidized care in the caregiver's or child's home provided by caregivers who are relatives, neighbors, friends, babysitters, or nannies that are legally exempt from licensing.

In-service Hours: Training hours that meet the need for annual training requirements, delivered by a DCYF State-Approved Trainer approved by the department to maintain staff standards and qualifications while employed as an early learning provider.

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

Managed Education and Registry Tool (MERIT): Washington State DCYF workforce registry, this includes professional records of individuals, provider background checks, training records, education information and qualification data.

Organization Trainer Mentor (OTM): The organization is a contractor to DCYF and provides an organization trainer mentor (OTM) who assists other staff in completing the trainer approval process. OTMs are committed to following the quality assurance process and expectations and provide mentoring and support to their organization trainer applicants.

Pre-service Training: Training that is completed before someone is employed or soon after becoming employed. Pre-service is grounded in health and safety topics and does not count as in-service (does not earn STARS hours).

Provider(s): Includes Family Friend and Neighbor (FFNs), Licensed Family Homes (LFH).

Relationship Based Professional Development (RBPD): An approach that uses professional relationships as a primary method to support professional growth and development for adult learners. Relationship-based professional development implements a reflective cycle of inquiry that uses an evidence-based adult-learning process of goal setting, observation, assessment, action planning, reflection and feedback.

Relationship Based Professional Development (RBPD) Standards: These Standards identify the knowledge and skills that are necessary for relationship-based professionals to cultivate in order to best support adult learners in reaching their goals.

State-Approved Trainer: A Trainer approved to offer in-service hours for DCYF. This is an assigned role in DCYF’s workforce registry for tracking and monitoring statewide training delivery. State-Approved Trainers may also have specific training privileges assigned to them by DCYF to deliver certain pre-service or in-service training requirements or other DCYF developed training.

Services Employees International Union 925 (SEIU): Union representing LFHs and FFNs through the Collective Bargaining Agreement (CBA) effective July 1, 2021 through June 30, 2023.

Subsidy Billing Training: Instruction provided to prepare Providers to claim the correct amount for child care subsidy from the State.

Trainer Assurances: A set of expectations State-Approved Trainers agree and adhere to as part of being a State-Approved Trainer.

Trainer Competencies: The trainer competencies capture the knowledge and skills necessary for trainers to cultivate in order to provide impactful learning opportunities.

Trainer Observer: DCYF staff or contracted professionals who provide observations and individualized feedback to trainers through the observation and evaluation process used for quality assurance of State-Approved trainers.

Trainer Observation Rubric: The tool used to evaluate the quality of in-person, online and self-paced/correspondence training as part of the trainer application and quality assurance processes.

Trainer Sanctions. A sanction is issued to a State-Approved Trainer if a State-Approved Trainer does not meet the Trainer Standards of Practice and Professionalism or engages in fraudulent/illegal activity.

Training Organization. Listed in the registry as an organization who employs or contracts with State-Approved trainers to provide professional learning opportunities for Washington's early learning workforce. Trainers can associate with their organization when recording training in the registry as a way to track all training provided by that organization delivered by multiple trainers.

Appendix A: Learning Agenda

Areas of Focus	Scope
Anti-racist practices, racial equity, and social justice	The Washington Core Competencies have embedded culturally responsive practices across all of the content areas. Relationship-based Professional Development Standards for Washington State, include a standard on Developing an Anti-bias Approach. This standard addresses <i>Awareness of Self as a Cultural Being</i> and <i>Anti-bias Practice</i> .
Trauma-Informed Care and Resilience	Content may include, but is not limited to: <ul style="list-style-type: none"> • Understanding types of trauma and impacts of trauma • Epigenetics and community and generational trauma • Fostering secure attachment and social emotional safety • Science of resilience • Caregiver well-being and mindfulness • Social emotional literacy and regulation
Social Emotional Learning content is aligned with Pyramid Model	Pyramid Model includes content related to positive environments, interactions, social-emotional learning, and intensive individualized supports. When offering training on these topics, it should align with the Pyramid Model and include intentional connections between them for learners.
Dual/Multi Language Learning	Content may include, but is not limited to: <ul style="list-style-type: none"> • Benefits of bilingualism • Family engagement • Assessment practices • Supporting the home language • Individualized instruction
Infants and Toddlers	Content may include, but is not limited to: <ul style="list-style-type: none"> • Development of attachment and caregiving relationships • Early brain development • Infant and toddler environments and curriculum • Developmental milestones and screening
Leadership and Business Practices	Refer to Washington Core Competencies Content Area VII (Program Planning and Development) and Content Area VIII (Professional Development and Leadership): <ul style="list-style-type: none"> • Program planning and evaluation • Personnel management • Financial management & legal issues

	<ul style="list-style-type: none"> • Displaying professionalism in practice • Ongoing professional growth • Leadership and advocacy • Organizational systems
Outdoor Learning	<p>Content may include, but is not limited to:</p> <ul style="list-style-type: none"> • Overview of outdoor learning • Engaging children in activities in an outdoor learning environment • Weather preparedness • Teaching boundaries and self-regulation in open spaces • Outdoor program administration (policies, waivers, benefit-risk assessment)
Trainer	<p>Standards and competencies for Washington State, including:</p> <ul style="list-style-type: none"> • Developing an anti-biased and anti-racist approach • Learning environment • Preparing and developing • Facilitating • Evaluation and Assessment
Relationship-based Professional Development	<p>Standards and competencies for Washington State, including:</p> <ul style="list-style-type: none"> • Foundational knowledge • Co-creating relationships • Developing and anti-bias approach • Effective communication • Navigating the change process • Facilitating the learning cycle

Attachment 4 - Quarterly Report Narrative

Quarterly Report Narrative

Submit a quarterly report along with the monthly report and monthly invoice for billing. This is the outline for the quarterly narrative report. Report due dates are included in the contract Statement of Work.

1. Project Administration
 - a. Describe the major administrative and day-to-day activities of the project. These could include: hiring of staff, establishing internal functions for the work, identification of consultants, establishment of data monitoring, etc.
2. Program Highlights and Accomplishments
 - a. Briefly describe the project's major accomplishments for this quarter.
 - b. To what extent has this quarter's deliverables and targets been met? Briefly describe what the project did to meet its objectives. If the objectives of the project are under target, explain what happened and why.
 - c. What organizations did you collaborate or cooperate with this quarter? Please describe those arrangements and their importance to the project. Be as specific as possible.
 - d. Are there any additional accomplishments that occurred as a result of your work? Please describe them. How and why did the activities you led produce these additional accomplishments?
3. Program and Participant Data
 - a. Use data to describe the progress you made towards contract deliverables. Refer to the approved implementation plans and include data regarding contract deliverables. This includes deliverables across training and incentive plans, outreach plans and substitute pool plans. You may attach an Excel spreadsheet.
4. Lessons Learned
 - a. What did you learn from designing and carrying out this project that might inform future developments?
 - i. This may include: obstacles to implementation; activities originally proposed that cannot be undertaken; and any internal and/or external challenges. Specific examples of possible challenges include, but are not limited to: unexpected staffing changes, low recruitment rates, delays in setting up services, new regulations, changes in financial supports, changes in the communities that you are working in, change in partnerships, navigating new technology, etc.
 - b. Did the project encounter internal or external challenges? How were they addressed? Describe each challenge and the actions you undertook to address it.
 - c. Was there something DCYF could have done to assist you? Please describe.
5. Recommended updates to training and outreach plans and future opportunities
 - a. If your goals, objectives or activities should be revisited and you have recommendations to change the plan from what was originally proposed and approved, please describe the proposed revisions and the reasons for the recommended changes.
6. Quality Assurance
 - a. What indicators did you use to determine your progress and measure your performance related to training and incentives, outreach and the substitute pool?

- b. Did you course correct at all along the way, if so, why and how?
- 7. Budget Summary
 - a. Provide a detailed budget summary along with the budget template for the project. This summary should provide an explanation of what expenditures were included for each category on the budget report.
- 8. Feedback for DCYF
 - a. Do you have any additional feedback for DCYF that was not included in this report?
- 9. Attachments
 - a. Attach copies of products developed during the project that may not have been provided with a monthly report.

Additions for the Final Report

Submit a final report along with the 4th quarter report and monthly billing. This is the final report to be provided in word. Final report due date is included in the contract Statement of Work.

- 1. Executive Summary
 - a. Summary of the main objectives of the project
 - b. A short description of the project activities
 - c. The key results of the project
 - d. Overall impact as a result of the project
- 2. Results of the program year
 - a. Have you achieved the results described in the contract? List the results achieved by this project. Describe how the results contributed to the achievement of the deliverables and promoted the objective of the contract. Results are defined as immediate changes that arise for the target groups after the completion of the project (e.g. improved knowledge, increased awareness).
 - b. What impact do you think the project has had to date? Describe what you believe to be the impact of the project, providing evidence for all statements based on services provided.
 - c. In addition to specific activities and accomplishments, comment on how this work fits into the field. Is it helping to create positive changes in policy or practice?
- 3. Long term impact
 - a. What change(s) will the project bring in the long-term? Take into account the long-term impact on the target groups and the early learning professional development system. In this part you should not list activities/outputs/deliverables of your project (see Part 2), but you should focus on the expected long-term impact of your project. The long-term impact refers to long-term socio-economic benefit that can be observed after a certain period following the completion of the project and may affect either the target groups of the project or other groups falling outside the boundary of the project.
- 4. Cumulative program and participation data for the fiscal year

- a. Please include a cumulative roll up of all program and participant data, including the sum of the previous quarterly reports and a final data report. Refer to the approved implementation plans and include data regarding contract deliverables. This includes deliverables across training and incentive plans, outreach plans and substitute pool plans. You may attach an Excel spreadsheet.

5. Sustainability of Program and Results
 - a. How will the results of the project be sustained? Give examples (e.g. your organization is able to financially sustain the project outputs/deliverables and/or results; or has other sources of funding to continue with the project activities or build on the project results; or another organization has taken up the project outputs/deliverables and results; or the behavior of the target group has changed already in a sustainable way).

6. Recommendations for DCYF consideration
 - a. Any comments or thoughts for DCYF consideration?