



IT SERVICES CONTRACT
**Education Training Voucher Database
 Completion, Staff Training and Maintenance**

DCYF Contract Number:
 2222-43537
 Resulting From Competition
 Number:
 Competition Exempt
 Sole Source

This Contract is between the State of Washington Department of Children, Youth, and Families (DCYF) and the Contractor identified below, and is governed by chapter 43.19 and 43.105 RCW.

Contractor Contract Number:

CONTRACTOR NAME Patrick Maloy		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 407 San Mar Dr. NE Olympia, WA 98506		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER 247640
CONTRACTOR CONTACT Patrick Maloy	CONTRACTOR TELEPHONE (801) 623-3336	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS prmaloy@gmail.com
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000SC-22	
DCYF CONTACT NAME AND TITLE Rachel Denney Contract Manager		DCYF CONTACT ADDRESS 1115 Washington St SE Olympia, WA 98504	
DCYF CONTACT TELEPHONE (360)688-6803	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS Rachel.Denney@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
CONTRACT START DATE 08/26/2022	CONTRACT END DATE 07/31/2026	CONTRACT MAXIMUM AMOUNT \$116,800.00	

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
 Exhibits (specify): Exhibit A – Data Security Requirements Exhibit B-Statement of Work

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DCYF only upon signature by DCYF.

CONTRACTOR SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE _____	DATE SIGNED
DCYF SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE _____	DATE SIGNED

DCYF General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Contract" or "Agreement" means the entire written agreement between DCYF and the Contractor, including any Exhibits, documents, or materials incorporated by reference. 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.
 - b. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - c. "DCYF Contracts Administrator" means the individual in the DCYF Contracts Department with oversight authority for the Department of Children, Youth & Families statewide agency contracting procedures, or their appropriate designee.
 - d. "DCYF Contracts Department" means the Department of Children, Youth & Families statewide agency headquarters contracting office, or successor section or office.
 - e. "Department of Children, Youth & Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "Program Agreement" means an agreement between the Contractor and DCYF containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DCYF.
 - h. "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/>.
 - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - k. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DCYF.
4. **Billing Limitations.**

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- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- 6. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 7. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 8. 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 the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 9. Inspection.** The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 10. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are 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. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, 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.
- 11. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and

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Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

12. **Severability.** 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.
13. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
14. **Termination Due to Change in Funding.** If the funds DCYF relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DCYF may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
15. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DCYF Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DCYF.

Additional General Terms and Conditions – IT Services Contracts:

16. **Advance Payment.** DCYF shall not make any payments in advance or in anticipation of the delivery of services to be provided pursuant to this Contract.
17. **Commencement of Work.** No work shall be performed by the Contractor until the Contract is executed by the Contractor and DCYF and received by DCYF.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
20. **Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Contractor includes but is not limited to: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by the Contractor in its response to the solicitation resulting in this Contract (“Bid”) or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Bid or used to effect the sale to DCYF.
21. **Health and Safety.** The Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health or safety of any DCYF client with whom the Contractor

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has contact.

22. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind or nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor's duty to indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DCYF's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

23. 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, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and 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 rights to collect from the Contractor.

24. Limitation of Liability.

- a. The Parties agree that neither the Contractor nor DCYF shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract.
- b. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The following are not considered consequential, incidental, indirect, or special damages as the term is used in the foregoing section.
 - (1) Claims pursuant to any provision of this Contract calling for liquidated damages;
 - (2) Claims for attorney's fees and other litigation costs DCYF becomes entitled to recover as a prevailing party in an action;
 - (3) Claims for physical damage to real or tangible property;
 - (4) Claims arising from reckless or intentional misconduct;
 - (5) Amounts due or obligations under the following sections, if included: (i) indemnification; (ii) intellectual property indemnification; (iii) inspection and maintenance of records; (iv) damages resulting from default; (v) data security requirements; (vi) or breaches of confidentiality including disclosure of PHI; or

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(6) Any loss or claim to the extent the loss or claim is covered by a policy of insurance maintained, or required by this contract to be maintained, by the Contractor.

- c. Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

25. Notice of Overpayment. If the Contractor receives a Contractor overpayment notice or a letter communicating the existence of an overpayment from DCYF, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- a. Be *received* by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- c. Include a statement as to why the Contractor thinks the notice is incorrect; and
- d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a Contractor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DCYF may charge the Contractor interest and any costs associated with the collection of this overpayment. DCYF may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DCYF to satisfy the overpayment debt.

26. Ownership/Rights in Data.

- a. Both Custom Services and Commercial Off-The-Shelf material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to DCYF with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. The Contractor shall exert all reasonable effort to advise DCYF at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. DCYF shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by the Contractor with respect to any Preexisting Material delivered under this Contract. DCYF shall not have the right to modify or remove any restrictive markings placed upon the Preexisting Material by the Contractor.
- b. Custom Services. If this Contract involves custom service, the below sections (b)(1) through (4) apply.

(1) DCYF and the Contractor agree that all data and work products (collectively called "Work

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Product”) produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and shall be owned by DCYF. The Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- (2) If for any reason the Work Product would not be considered a work made for hire under applicable law, the Contractor assigns and transfers to DCYF the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
 - (3) The Contractor shall execute all documents and perform such other proper acts as DCYF may deem necessary to secure for DCYF the rights pursuant to this section.
 - (4) The Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of DCYF. The Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- c. Commercial Off-The-Shelf. If this Contract involves commercial off-the-shelf products, the below sections (c)(1) through (3) apply.
- (1) The Contractor shall maintain all title, copyright, and other proprietary rights in the Software. DCYF does not acquire any rights, express or implied, in the Software, other than those specified in this Contract. Contractor hereby warrants and represents to DCYF that Contractor is the owner of the Software licensed hereunder or otherwise has the right to grant to DCYF the licensed rights to the Software provided by Contractor through this Contract without violating any rights of any third party worldwide.
 - (2) The Contractor represents and warrants that Contractor has the right to license the Software to DCYF as provided in this Contract and that DCYF’s use of the Software and documentation within the terms of this Contract will not infringe upon any copyright, patent, trademark, or other intellectual property right worldwide or violate any third party’s trade secret, contract, or confidentiality rights worldwide.
 - (3) The Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Contractor has no actual knowledge that the Software infringes upon any patents, copyrights, or trade secrets of any third party.

27. Patent and Copyright Indemnification.

- a. The Contractor, at its expense, shall defend, indemnify, and hold DCYF harmless from and against any claims against DCYF that any Product or Work Product supplied hereunder, or DCYF’s use of the Product or Work Product within the terms of this Contract, infringes any patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party worldwide. Product shall mean any Contractor-supplied equipment, Software, or

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documentation. The Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DCYF provided that DCYF:

- (1) Promptly notifies the Contractor in writing of the claim, but DCYF's failure to provide timely notice shall only relieve the Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Contractor; and
- (2) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

- b. If such claim has occurred, or in the Contractor's opinion is likely to occur, DCYF agrees to permit the Contractor, at its option and expense, either to procure for DCYF the right to continue using the Product or Work Product or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Product or Work Product is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor, at its risk and expense, will take back the Product or Work Product and provide DCYF a refund. In the case of Work Product, the Contractor shall refund to DCYF the entire amount DCYF paid to the Contractor for the Contractor's provision of the Work Product. In the case of Product, the Contractor shall refund to DCYF its depreciated value. No termination charges will be payable on such returned Product, and DCYF will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by DCYF shall be refunded by the Contractor.
- c. The Contractor has no liability for any claim of infringement arising solely from:
 - (1) The Contractor's compliance with any designs, specifications or instructions of DCYF;
 - (2) Modification of the Product or Work Product by DCYF or a third party without the prior knowledge and approval of the Contractor; or
 - (3) Use of the Product or Work Product in a way not specified by the Contractor;unless the claim arose against the Contractor's Product or Work Product independently of any of these specified actions.
- d. This Section, *Patent and Copyright Indemnification*, is intended to survive the expiration or termination of the agreement.

- 28. Public Records Act.** The Contractor acknowledges that DCYF is subject to the Public Records Act (Chapter 42.56 RCW) and that this Contract is a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. "Proprietary Information" means information owned by the Contractor to which the Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws. To the extent consistent with Chapter 42.56 RCW, DCYF will maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view the Contractor's Proprietary Information, DCYF will notify the Contractor of the request and of the date that

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such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, DCYF will release the requested information on the date specified.

29. **Publicity.** The Contractor shall not name DCYF as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DCYF.
30. **Site Security.** While providing services at a DCYF location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DCYF location.
31. **Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DCYF. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DCYF's rights or remedies available under this Contract.
32. **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. The Contractor may terminate this Contract for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to DCYF at the address listed on page 1 of this Contract.
33. **Termination for Default.** The DCYF may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DCYF has a reasonable basis to believe that the Contractor has:
 - a. Failed to meet or maintain any requirement for contracting with DCYF;
 - b. Failed to protect the health or safety of any DCYF client;
 - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
 - d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

34. **Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:
 - a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
 - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
 - c. The Contractor shall immediately deliver to the DCYF contact named on page one of this Contract, or to his or her successor, all DCYF property in the Contractor's possession. The Contractor grants DCYF the right to enter upon the Contractor's premises for the sole purpose of recovering any DCYF property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DCYF property within ten (10)

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calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

- d. DCYF shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DCYF may withhold a sum from the final payment to the Contractor that DCYF determines necessary to protect DCYF against loss or additional liability.
- f. The rights and remedies provided to DCYF in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

35. Treatment of Property. All property purchased or furnished by DCYF for use by the Contractor during this Contract term shall remain with DCYF. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DCYF under this Contract shall pass to and vest in DCYF. The Contractor shall protect, maintain, and insure all DCYF property in its possession against loss or damage and shall return DCYF property to DCYF upon Contract termination or expiration.

36. Taxes

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DCYF will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DCYF, as an agency of Washington State government, is exempt from property tax.
- b. 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 in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DCYF shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Agency" means a public or private agency or other organization providing services to DCYF clients.
 - b. "Compliance Agreement" means a written plan approved by DCYF which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - c. "Education Training Voucher (ETV) Program" is a federal program that provides resources to meet the education and training needs of eligible foster youth.
 - d. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
2. **Purpose.** The purpose of this Contract is to complete the development of the Education Training Voucher (ETV) database, provide DCYF Staff training, as well as monthly maintenance and system updates.
3. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A, and as required in the Section below entitled **Secure Management of Confidential Information**.
4. **Statement of Work – Exhibit B.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in the Statement of Work attached as Exhibit B.
5. **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 July 31, 2026. Performance on this Contract shall not begin before the effective date.

The term of this Contract may be extended by one (1) 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.

6. **Consideration.**

Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$116,800.00, including any and all expenses, and shall be based on the receipt of deliverables per the following Deliverable Table:

Deliverables:

YEAR ONE (August 1, 2022-July 31, 2023)

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Submit Report outlining database migration from Access to new application complete	\$22,400	September 1, 2022
Submit report outlining the completion of custom reports and student locker application. Training ETV team.	\$22,400	October 1, 2022
Submit report outlining monthly maintenance, staff training, and meetings with ETV team.	\$1,600	November 1, 2022
Submit report outlining monthly maintenance and meetings.	\$1,600	December 1, 2022
Submit report outlining monthly maintenance and meetings.	\$1,600	January 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	February 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	March 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	April 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	May 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	June 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	July 1, 2023

Year One-Total Amount: \$59,200.00

YEAR TWO (August 1, 2023)-FOUR (July 31, 2026) Deliverables

Submit report outlining monthly maintenance and meetings.	\$1,600 Monthly=\$19,200 annually for an average of 4 hours a week at the rate of \$100@hour	Due on September 1, 2023 and then on the first of the month thereafter , with the last report due on July 31, 2026
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Year Two-Four Total Amount: \$57,600.00 (\$1600 at 36 months).

7. Billing and Payment

The Contractor shall submit a monthly invoice for services performed under this Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DCYF.

- a. The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DCYF CONTRACT NO.2222-43537 FOR THE MONTH OF _____, 20____"
- b. The A-19 invoice vouchers shall be submitted to:

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Aubry Schlottmann, Education Programs Specialist
Department of Children, Youth and Families
Aubry.Schlottmann@dcyf.wa.gov

- c. The Contractor shall contact the above DCYF contact at 360-464-0179 concerning billing questions.
- d. The rates shall be as specified above in the section titled "Consideration" of this Contract.
- e. The Contractor shall bill for each month of service on a separate Form A-19. The A-19 shall state the month services were provided.
- f. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.
- g. Claims for payment submitted by the Contractor shall be paid by DCYF if received by DCYF no later than sixty (60) days from the date services were rendered.
- h. DCYF will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.
- i. DCYF shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- j. DCYF may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within ten (10) working days of the due date, or incomplete.

8. Payment Only for Contracted Services

DCYF shall pay the Contractor only for contracted services provided in accordance with this Contract. If this Contract is terminated for any reason, DCYF shall pay only for services provided through the date of termination.

9. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

10. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DCYF later finds

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were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DCYF shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

11. Prohibition of Use of Funds for Lobbying Activities

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

12. Business/Financial Assessment

The Contractor authorizes DCYF to obtain a financial assessment and/or credit report of the Contractor's corporation and/or business, and of the principal owner(s) of the corporation and/or business, at any time prior to or during the term of this Contract. A "principal owner" includes person(s) or organization(s) with a 25% or more ownership interest in the business.

DCYF may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DCYF, the Contractor, or any partner or managerial employee of the Contractor, or an owner of 50% or more of the Contractor entity, or a principal owner who exercises control over the Contractor's daily operations:

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business;
or
- c. Has filed for bankruptcy, reorganization, or receivership within five years of the start date of the contract.

13. Insurance

The Contractor shall at all times comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Children, Youth and Families, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

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In lieu of general liability insurance mentioned above, if the Contractor is a sole proprietor with less than three contracts, the Contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the Contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Children, Youth and Families its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Children, Youth and Families, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Children, Youth and Families, its elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

b. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

c. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DCYF shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

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f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

h. Evidence of Coverage

The Contractor shall, upon request by DCYF, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Washington State, Department of Children, Youth and Families as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor 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.

i. Material Changes

The insurer shall give the DCYF point of contact listed on page one of this Contract forty-five (45) days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DCYF ten (10) days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DCYF do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DCYF in this Contract. 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.

k. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DCYF for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

14. Investigations of Contractor or Related Personnel

- a. DCYF may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DCYF or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

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- (1) Result in a conviction for violating a local, state or federal law, or
- (2) In the sole judgment of DCYF, adversely affect the delivery of services under this Contract or the health, safety or welfare of DCYF clients.

- b. DCYF may also take other lesser action, including, but not limited to, disallowing the subject of the investigation, whether an employee, volunteer, or other person associated with the Contractor or a subcontractor, from providing services, or from having contact with DCYF clients, until the investigation is concluded and a final determination made by the investigating agency.

15. Removal of Individuals from Performing Services

- a. In the event that any of Contractor's employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DCYF may require that Contractor assure DCYF that such individual will not provide services to DCYF clients under this Contract.
- b. DCYF shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within twenty-four (24) hours, disallow that person from providing direct services to DCYF clients. Failure to do so may result in a Compliance Agreement and possible suspension or termination of this Contract.

16. Compliance Agreement

In the event that DCYF identifies deficiencies in Contractor's performance under this Contract, DCYF may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the plan within the Agreement timeframes given to correct the deficiencies. Contractor's failure to do so shall be grounds for termination of this Contract.

17. Evaluation of Contractor

DCYF may evaluate the Contractor's performance during the term of the Contract. Areas of review may include, but are not limited to, the following:

- a. Effectiveness of services;
- b. Timeliness of services provided;
- c. Effective collaborative efforts with DCYF;
- d. Quality and clarity of reports;
- e. Adherence to contract terms; and
- f. Compliance with federal and state statutes.

18. Administrative Records

The Contractor shall retain all fiscal records that substantiate all costs charged to DCYF under this Contract.

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19. Auditing and Monitoring

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DCYF Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DCYF to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DCYF may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DCYF reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

20. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Contract, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the section, **Disputes** below.

A copy of the regional conflict resolution process is available from the DCYF contact person listed on page 1 of this contract.

21. Disputes

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DCYF policy is not disputable. A party's written request for dispute resolution must include:
 - (1) A statement identifying the issue(s) in dispute; and
 - (2) Contractor's name, address and contract number.
- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.
- c. A copy of the current DCYF's dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current DCYF's dispute resolution process should be sent to:

Department of Children, Youth, and Families
Attention Contracts Unit
P.O. Box 40983

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Olympia, WA 98504-0983

- e. This dispute resolution process is the sole administrative remedy available under this Contract.

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DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
2. Authority
3. Scope of Protection
4. Compliance with Laws, Rules, Regulations, and Policy
5. Administrative Controls
6. Authorization, Authentication, and Access
7. Protection of Data
8. Method of Transfer
9. System Protection
10. Data Segregation
11. Confidentiality Protection
12. Data Disposition
13. Data shared with Subcontractors
14. Notification of Compromise or Potential Compromise
15. Breach of Data
16. Public Disclosure

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information and who has been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DCYF and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

- e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
- f. "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.
- g. "Data" means DCYF's records, files, forms, information and other documents in electronic or hard copy medium. "Data" includes, but is not limited to, Confidential Information, Category 4 Data, Sensitive Personal Information, or Materials.
- h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- i. "FedRAMP" means the Federal Risk and Authorization Management Program (see <https://www.fedramp.gov/>), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- j. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- k. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- l. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- m. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- n. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

- o. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - p. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - q. "Sensitive Personal Information" means personally identifying information including, but not limited to: names, addresses, health information, GPS [Global Positioning System] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information, and any financial identifiers.
 - r. "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.
 - s. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - t. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the State of Washington, and of the DCYF Information Security Policy and Standards Manual.
3. **Scope of Protection.** Applies to Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.
4. **Compliance with Laws, Rules, Regulations, and Policies.** For Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended 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 Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials; and
- b. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials.

5. Administrative Controls. The Contractor must have the following controls in place:

- a. A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents, and which defines sanctions that may be applied to Contractor staff for violating that policy.
- b. Security awareness training for all staff, presented annually, as follows:
 - (1). Contractor staff responsibilities under the Contractor's security policy;
 - (2). Contactor staff responsibilities as outlined under contract Exhibit A; and
 - (3). Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: <https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf>

6. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

- a. Have documented policies and procedures that:
 - (1). Govern access to systems; and
 - (2). Govern access to paper/hard copy documents and files.
- b. Restrict access through administrative, physical, and technical controls to authorized staff;
- c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action;
- d. Ensure that only authorized users are capable of accessing the Data;
- e. Ensure that an employee's access to Data is removed within twenty-four (24) hours:
 - (1). Upon suspected compromise of the user credentials;
 - (2). When their employment, or the contract under which the Data is made available to them, is terminated;
 - (3). When they no longer need access to the Data to fulfill the requirements of the Contract; and
 - (4). When the staff member has been suspended from performing services under this Contract.
- f. Have a process to review and verify, quarterly, that only authorized users have access to systems

containing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, or Materials;

- g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1). A minimum length of eight (8) characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point;
 - (2). That a password does not contain a user's name, logon ID, or any form of their full name;
 - (3). That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and
 - (4). That passwords are significantly different from the previous four (4) passwords. Passwords that increment by simply adding a number are not considered significantly different.
- h. When accessing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures that include:
 - (1). Ensuring mitigations applied to the system don't allow end-user modification;
 - (2). Not allowing the use of dial-up connections;
 - (3). Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix;
 - (4). Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;
 - (5). Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than fifteen (15) minutes of inactivity; and
 - (6). Ensuring use of Multi-Factor Authentication to connect from the external end point to the internal end point.
- i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1). The PIN or password must be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
 - (2). Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
 - (3). Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).

- j. If the Contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1). Be a minimum of six (6) alphanumeric characters;
 - (2). Contain at least three unique character classes (upper case, lower case, letter, number); and
 - (3). Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable).
- k. Render the device unusable after a maximum of five (5) failed logon attempts.

7. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.**
 - (1). All paper documents must be protected by storing the records in a Secure Area, with access controlled through use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.
 - (2). When being transported outside of a Secure Area, paper documents must be under the physical control of Contractor staff with authorization to access the Data.

(3). Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle.

(4). Paper documents will be retained in a Secure Area, per the state of Washington records retention requirements.

f. Data storage on portable devices or media.

(1). Except where otherwise specified herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a). Encrypt the Data; and

(b). Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics; and

(c). Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is fifteen (15) minutes; and

(d). Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use;

ii. Using check-in/check-out procedures when they are shared; and

iii. Taking quarterly inventories.

(2). When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted. Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

g. Data stored for backup purposes.

(1) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

h. Cloud storage. Data requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:

- (1). Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a). Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed;
 - (b). The Data will be Encrypted while within the Contractor network;
 - (c). The Data will remain Encrypted during transmission to the Cloud;
 - (d). The Data will remain Encrypted at all times while residing within the Cloud storage solution;
 - (e). The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;
 - (f). The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks;
 - (g). The Data will not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF or Contractor's network; and
 - (h). Access to the cloud storage requires Multi Factor Authentication or Two Step Authentication.
- (2). Data will not be stored on an Enterprise Cloud storage solution unless either:
 - (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or
 - (b) The Cloud storage solution used is FedRAMP certified.
- (3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

8. Method of Transfer.

- a. All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the state of Washington with login and hardened password security.
- b. The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions. Information regarding encrypted email accounts can be obtained at DCYF's website, located at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

9. System Protection. To prevent compromise of systems which contain DCYF Data or through which that Data passes:

- a. Systems containing Data must have all security patches or hotfixes applied within three (3) months of being made available;
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;
- c. Systems containing Data shall have an Anti-Malware application, if available, installed; and

- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

10. Data Segregation.

- a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation:

(1). Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or;

(2). Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or;

(3). Data will be stored in a database which will contain no non-DCYF data; and/or;

(4). Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and

(5). When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.

- b. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

11. Confidentiality Protection. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:

- a. Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract;
- b. Ensure that no Data is 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;
- c. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF; and
- d. Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), which can be found at this webpage: <https://www.dcyf.wa.gov/forms>. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

(1). DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and

(2). If requested by DCYF, Contractor must submit the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) or Subcontractors' Staff person(s).

12. Data Disposition. Contractor is responsible to ensure that all Data, including paper and electronic records, is retained pursuant to Washington State retention standards. Prior to the destruction of any Data, the DCYF Contact specified for this contract, must be notified in writing and permission given in writing to destroy any such Data. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.

f. Once written permission to destroy Data has been granted by DCYF to the Contractor, the following acceptable methods of destruction must be used:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a “wipe” utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

b. If any Data is required to be destroyed pursuant to this Section, within fifteen (15) calendar days after completion of such destruction the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition, which can be found at this webpage: <https://www.dcyf.wa.gov/forms>.

13. Data shared with Subcontractors. If Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.

14. Notification of Compromise or Potential Compromise. The compromise or potential compromise of DCYF shared Data must be reported to the DCYF Contact designated in the Contract within one (1) business day of discovery. If no DCYF Contact is designated in the Contract, then the notification must be reported to the DCYF Privacy Officer at: dcyfprivacyofficer@dcyf.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DCYF.

15. Breach of Data. In the event of a breach by the Contractor of this Exhibit 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 Data to DCYF that was previously provided to the Contractor by DCYF; or
- c. Suspend the Contractor's access to accounts and other information.

16. Public Disclosure.

- a. If a third party requestor seeks information of the Contractor for DCYF Data, a copy of the notice/request shall be emailed to DCYF by way of the DCYF Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within three calendar (3) days of third party request.
- b. DCYF Contracts and Procurement Office will respond to the Contractor on how to proceed with the request within five (5) calendar days of receiving such notification.

Statement of Work For Education Training Voucher Database, Training, and Maintenance Services

ORGANIZATION OF STATEMENT OF WORK

1. Intent
2. Service Delivery
3. Technology Used
4. Deliverables
5. Program Support
6. Reports

The Contractor shall ensure that services provided under this Contract at all times meet the specifications described in this Statement of Work Exhibit B.

Contractor will complete the development of the Education Training Voucher (ETV) database to include the following deliverables:

1. Intent

Contractor will complete the Education Training Voucher (ETV) Database, and provide training to the ETV team on the operation of the database. The Contractor will perform data migration, custom software design, development, implementation, testing and troubleshooting to ensure successful delivery of the deliverables in the included table.

This includes but is not limited to refining functions to meet program needs, development of additional reports required to fulfill requirements of the ETV program, and conversion of data from the Access database to the new solution. This scope of work involves continuing previous development and amounts to expanding on the initial framework built in the Laravel/MySQL/PHP environment, model, and systems. Additionally, this work builds on previously built components to transition from Microsoft Access to a Web-based application.

2. Service Delivery

a. Completion of Education Training Voucher Database

Continuation of framework development including the below portions, models, migrations, components, and UI design.

(1) Forms:

- (a) Payment Input/Edit;
- (b) A19; and
- (c) A19 Edit Cares Act.

(2) Reports:

- (a) ETV Students by region;
- (b) ETV Applicants and colleges w award amounts;
- (c) Program Status;
- (d) ETV Awards by region;
- (e) Payments/CARES Act grant – all;
- (f) Payments – All students;
- (g) A19 (needs to show what we enter from Payment Input section from F_main);
- (h) A19- CARES Act (ends by 9/30);
- (i) Age 21+ No Payments; and
- (j) Age 26.

(3) Student Portal, log in, and locker for documents and correspondence.

- (a) Create an account and fill out an application;
- (b) View their profile;
- (c) ETV button – see forms they need within and a place to upload and store;
- (d) Includes feature like “print” and “export” CSV or PDF buttons for forms;
- (e) Admin gets email notifications for student updates and actions; and
- (f) Ability to add other Adolescent Programs to student portal (housing, independent living, K-12 education, LGBTQ+).

(4) Notifications: Contractor and DCYF will work together on identifying notification needs.

(5) Pixel-perfect printable A19 invoices.

(6) Continuation of the database migration of actual data.

(7) SSO API Integration into the WaTech login system.

(8) Various reports and printable A19-related elements.

(9) Training and testing final product with DCYF staff.

(10) Creating training videos.

- b. Upon completion of the ETV Database Contractor will provide monthly maintenance and system improvements.

- c. Ongoing maintenance, training and improvements will be provided by Contractor as needed. Including debugging and backing up data.

3. Technologies Used

Contractor will perform this work using the following technologies and tools:

- a. Laravel 8+ release with Livewire and Tailwind components;
- b. Server is built on Ubuntu latest release with Nginx as the webserver;
- c. A SSL cert will be required to begin development to keep a secure connection at all times;
- d. Bitbucket is the GIT repository or version control system; and
- e. Deployment scripts and ReadMe.md file for documentation.

4. Deliverables

YEAR ONE

Submit Report outlining database migration from Access to new application complete	\$22,400	September 1, 2022
Submit report outlining the completion of custom reports and student locker application. Training ETV team.	\$22,400	October 1, 2022
Submit report outlining monthly maintenance, staff training, and meetings with ETV team.	\$1,600	November 1, 2022
Submit report outlining monthly maintenance and meetings.	\$1,600	December 1, 2022
Submit report outlining monthly maintenance and meetings.	\$1,600	January 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	February 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	March 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	April 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	May 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	June 1, 2023
Submit report outlining monthly maintenance and meetings.	\$1,600	July 1, 2023

YEAR TWO-FOUR

(A) Submit report outlining monthly maintenance and meetings.	\$1,600 Monthly=\$19,200 annually for an average of 4 hours a week at	Due on September 1, 2023 and then on the first of the month thereafter , with the last report
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	the rate of \$100@hour	due on July 31, 2026
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5. Program Support

Program Support Provided By DCYF IT

- a. Database will be hosted on a DCYF Cloud AWS Subscription;
- b. IT will coordinate all aspects of security with Contractor; and
- c. Security components required by WaTech have been implemented and are functional with the exception of Single Sign On (SSO.) Configuring the SSO connection remains DCYF responsibility.

6. Reports. The Contractor shall provide the reports outlined in the deliverables table above. Written reports must be submitted by secure email to the DCYF contact identified below. The DCYF Secure E-mail User Guide is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

DCYF Program Contact

The Contractor shall notify the DCYF Program Contacts listed below for billings and any questions or issues related to services under this Contract:

Aubry Schlottmann, Education Programs Specialist
Department of Children, Youth and Families
Aubry.Schlottmann@dcyf.wa.gov
360-464-0179