



**SERVICES CONTRACT**  
**Evaluation of EGCC to Increase**  
**Foundational Safety**

DCYF Contract Number:  
 2332-46628  
 Resulting From Procurement Number:

**This Contract is between the State of Washington Department of Children, Youth & Families (DCYF) and the Contractor identified below.**

Program Contract Number:  
 Contractor Contract Number:

CONTRACTOR NAME Jumpstart Mastery, LLC		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 11121 Cole Place Anderson Island, WA 98303-9686		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 604-833-160	DCYF INDEX NUMBER 249857
CONTRACTOR CONTACT Andrew Prisco	CONTRACTOR TELEPHONE (253) 426-9826	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS priscoandy@gmail.com
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000PC-32	
DCYF CONTACT NAME AND TITLE Karena McGovern Contract Specialist		DCYF CONTACT ADDRESS 1115 Washington St SE  Olympia, WA 98504	
DCYF CONTACT TELEPHONE (360)870-5727	DCYF CONTACT FAX <a href="#">Click here to enter text.</a>	DCYF CONTACT E-MAIL ADDRESS karena.mcGovern@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
CONTRACT START DATE 02/13/2023	CONTRACT END DATE 06/30/2023	CONTRACT MAXIMUM AMOUNT \$109,250.00	

**EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:**

- Data Security:**  **Exhibits (specify):** [Exhibit A-Data Security Requirements;](#) [Exhibit B-Statement of Work](#)  
 **No Exhibits.**

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  <b>Draft - Please Do Not Sign</b>	PRINTED NAME AND TITLE	DATE SIGNED
DCYF SIGNATURE  <b>Draft - Please Do Not Sign</b>	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.

## DCYF General Terms and Conditions

### 4. Billing Limitations.

- 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.

## DCYF General Terms and Conditions

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 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 – Services Contracts

16. **Advance Payment.** DCYF shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
17. **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.
18. **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 of 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.

## DCYF General Terms and Conditions

- 19. 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.
- 20. Notice of Overpayment.** If the Contractor receives a vendor 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:
- 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;
  - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
  - Include a statement as to why the Contractor thinks the notice is incorrect; and
  - 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 vendor 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.

- 21. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. 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.
- 23. Subrecipients.**
- General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
    - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the

## DCYF General Terms and Conditions

federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

- (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
- (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.

**24. 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.

**25. Termination for Default.** The Contracts Administrator 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;

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- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

**26. 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) 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.

**27. 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.

**28. 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

## DCYF General Terms and Conditions

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.

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## 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. “JR” means Juvenile Rehabilitation, which is a Division under the Department of Children, Youth, and Families (DCYF).
2. **Purpose.** The purpose of this Contract is to provide an external evaluation to further define and identify the root causes of a series of events at Echo Glen, and formulate tailored recommendations for how to build a culture of safety that supports a healthy work environment where staff can thrive and deliver top-tier therapeutic programming and interactions in a safe, secure, and therapeutic environment for youth and staff.
3. **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 (10<sup>th</sup>) working day after it is filed with DES, or as agreed between parties, whichever is later. The Contract must be completed on or before June 30, 2023. Performance on this Contract shall not begin before the effective date.
4. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.
5. **Statement of Work – Exhibit B.** The Contractor shall provide services and staff as described in Exhibit B.
6. **Billing and Payment**
  - a. The contracted activities shall be paid up to the amount specified for the deliverables identified in the Statement of Work and payment shall be made upon receipt of the deliverable. JR shall not make payment for any deliverable not completed in accordance to the specifications identified in this Contract.
  - b. Invoice shall be sent to the DCYF Program Contact listed in the Statement of Work on the 15th of the following month services were rendered.
  - c. 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.
  - d. DCYF shall pay the Contractor upon acceptance by DCYF of a properly completed A-19 Invoice Voucher. The invoice shall include any required documentation of the services delivered as specified in the Statement of Work. Payment shall be sent to the Contractor’s address on page one of this Contract.
  - e. Payment shall be considered timely if made by DCYF within 30 days after receipt of the properly completed invoice.

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- f. The Contractor accepts the DCYF payment as the sole and complete payment for the services provided under this Contract.
- g. DCYF shall not reimburse the Contractor for authorized services not provided to clients, or for services provided which are not authorized or are not provided in accordance with Exhibit B: Statement of Work. If DCYF pays the Contractor for services authorized but not provided by the Contractor in accordance with this Contract's "Statement of Work," the amount paid shall be considered to be an overpayment.
- h. If this Contract is terminated for any reason, DCYF shall pay for only those services authorized and provided through the date of termination.

### 7. 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.

### 8. 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.

### 9. Recovery of Fees for Noncompliance

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

### 10. 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,

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at the sole discretion of DCYF, and shall subject Contractor to such monetary and other penalties as may be provided by law.

### 11. 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.

### 12. 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.

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

## Special Terms and Conditions

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. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DCYF with a waiver of subrogation or name DCYF as an additional insured.

c. 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.

d. 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.

e. 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.

f. 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.

g. Separation of Insureds

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

h. Insurers

## Special Terms and Conditions

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.

### i. 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.

### j. 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.

### k. 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.

### l. 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.

## 13. 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:

- (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

## **Special Terms and Conditions**

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.

### **14. 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.

### **15. Culturally Relevant Services**

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community.

### **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.

## Special Terms and Conditions

### 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 & Families  
Attention Contracts Unit  
P.O. Box 40983  
Olympia, WA 98504-0983

## Special Terms and Conditions

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

### 22. Emergency Management & Response

a. It may be possible, that during the performance of this Contract, that DCYF or the State of Washington could issue or declare a State of Emergency. Such an emergency could include, but not be limited to:

(1) Pandemic;

(2) Public Health Emergency;

(3) Natural or manmade disaster; and / or

(4) Civil Unrest.

b. If such a declaration is made, by DCYF or the State of Washington, then DCYF may choose to temporarily modify the service delivery provisions of this contract. Those modifications will be time limited and will be provided by your DCYF/JR Program Contact.



## DATA SECURITY REQUIREMENTS

### ORGANIZATION OF DATA SECURITY REQUIREMENTS

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

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. "Cloud storage" 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.
  - d. "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. "Confidential Information" also includes, but is not limited to, Category 3 and Category 4 Data as described in section 4 of this Exhibit (Exhibit A: Data Security Requirements), Personal Information, Materials, and Data. The definition of "Confidential Information" shall also include the definition described in section 1 (Definitions) of the General Terms and Conditions of this Contract.
  - e. "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.

- f. “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.
- g. “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.
- h. “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.
- i. “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.
- j. “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.
- k. “Personal Information” shall have the same meaning as described in RCW 42.56.590(10) and includes, but is not limited to, information protected under chapter 13.50 RCW, Health Care Information as that phrase is defined in RCW 70.02.010, personally identifiable information, and other information that relates to a person’s name and the use or receipt of governmental services or other activities.
- l. “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.
- m. “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.
- n. “Physically Secure” or “Physical Security” means that access is restricted through physical means to authorized individuals only.
- o. “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.

- p. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- q. "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.
- r. "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 contract 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**

The requirements described in this Contract apply to Confidential Information and Data 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. Data Classification**

- a. The Washington State Office of the Chief Information Officer (OCIO) has established policies that classify data into categories based on the data's sensitivity. The categories described in Section 4 of OCIO policy No. 141.10 are adopted and incorporated by reference in this Agreement. Pursuant to Section 4 of OCIO policy No. 141.10 the categories are as follows:

### **(1) Category 1 – Public Information**

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

### **(2) Category 2 – Sensitive Information**

Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- (a) Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- (b) Information about public employees as defined in RCW 42.56.250;
- (c) Lists of individuals for commercial purposes as defined in RCW 42.56.070(9); and
- (d) Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- (a) Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and
- (b) Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**5. Compliance with Laws, Rules, Regulations, and Policies**

- a. Confidential Information and Data 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:
  - (1) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information and Data; and
  - (2) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information and Data.

**6. Administrative Controls.**

- a. The Contractor must have the following controls in place:
  - (1) 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.
  - (2) Security awareness training for all staff, presented and documented annually, as follows:
    - (a) Contractor staff responsibilities under the Contractor's security policy;
    - (b) Contactor staff responsibilities as outlined under contract Exhibit A; and
    - (c) 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>

- (3) Contractor may replace the DCYF Information Security Awareness training listed above with their own equivalent Information Awareness Training.

## **7. Authorization, Authentication, and Access.**

- a. In order to ensure that access to the Data is limited to authorized staff, the Contractor must comply with the following:
  - (1) Have documented policies and procedures that:
    - (a) Govern access to systems; and
    - (b) Govern access to paper/hard copy documents and files.
  - (2) Only allow access to Confidential Information through administrative, physical, and technical controls.
  - (3) 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.
  - (4) Ensure that only authorized users are capable of accessing the Data;
  - (5) Ensure that an employee's access to Data is removed:
    - (a) Within twenty-four (24) hours of an alleged compromise of the user credentials;
    - (b) Within 24 hours from when their employment, or the contract under which the Data is made available to them, is terminated;
    - (c) Within 24 hours from when the employee or contractor no longer need access to the Data to fulfill the requirements of the Contract; and
    - (d) Within 24 hours from when the staff member has been suspended from performing services under this Contract.
  - (6) Have a process in place that requires quarterly reviews verifications that ensure only authorized users have access to systems containing Confidential Information.
  - (7) The Contractor must require the following password and logon requirements for Authorized Users to access Data within the Trusted Network:
    - (a) To access Data the Authorized User must be required to enter a Hardened Password;
    - (b) The hardened password must not contain a user's name, logon ID, or any form of an individual's full name;
    - (c) The hardened password must not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and

- (d) Hardened passwords are significantly different from the previous four (4) passwords. Hardened passwords that increment by simply adding a number are not considered significantly different.
- (8) When accessing Confidential Information and Data from an external location (the Data will traverse the Internet or otherwise travel outside the Trusted network), mitigate risk and enforce hardened password and logon requirements for users by employing measures that include:
- (a) Ensuring mitigations applied to the system don't allow end-user modification;
  - (b) Not allowing the use of dial-up connections;
  - (c) Using industry standard protocols and solutions for remote access. Examples include secure VPN and Citrix;
  - (d) 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;
  - (e) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than thirty (30) minutes of inactivity; and
  - (f) Ensuring the use of Multi-Factor Authentication (MFA) to connect from the external end point to the internal end point.
- (9) Hardened 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.). If a lesser standard is authorized under this subsection, the PIN or password must:
- (a) Be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
  - (b) Not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
  - (c) Not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).
- (10) If the Contract specifically allows for the storage of Confidential Information on a Portable Device, passwords used on the device must:
- (a) Be a minimum of six (6) alphanumeric characters;
  - (b) Contain at least three unique character classes (upper case, lower case, letter, number);
  - (c) Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable); and
  - (d) Render the device unusable after a maximum of five (5) failed logon attempts.

## 8. Protection of Data.

a. The Contractor agrees to store Data on one or more of the following medias and protect the Data as described:

(1) Hard disk drives

Data stored on local workstation hard disks, access to the Data will be restricted to Authorized 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.

(2) Network server disks

(a) 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.

(b) Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(3) Optical discs (CDs or DVDs) in local workstation optical disc drives

(a) 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.

(b) Workstations that are capable of accessing Data from optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(4) Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers

(a) Data provided by DCYF on optical discs that will be attached to network servers will not be transported out of a Secure Area.

(b) 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.

(c) Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

(5) Paper documents

- (a) All paper documents must be protected by storing the records in a Secure Area, with access controlled through the use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.
- (b) 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.
- (c) Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle. NOTE: The use of a lock box, other lockable storage container or a non-lockable storage container stored in a vehicle does not override this requirement.
- (d) Paper documents will be retained in a Secure Area, per the State of Washington records retention requirements.

(6) Data storage on portable devices or media

- (a) Except where otherwise described 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:
  - i. The Data must be Encrypted;
  - ii. Portable devices must be equipped with a Unique User ID and Hardened Password or stronger authentication method such as token or biometrics;
  - iii. Portable devices must be manually locked whenever they are left unattended. The devices must be set to automatically lock after a period of no more than fifteen (15) minutes of inactivity;
  - iv. Administrative and physical security controls must be applied to Portable Devices and Portable Media by:
    - (A) Keeping them in a Secure Area when not in use;
    - (B) Using check-in/check-out procedures when they are shared; and
    - (C) Taking quarterly inventories.
- (b) 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.
- (c) 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.



(7) Data stored for backup purposes

- (a) 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.
  - i. Such storage is authorized until such time as that media would be reused during the course of normal backup operations.
  - ii. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.
- (b) 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.
  - i. If so, such media will be protected as otherwise described in this exhibit.
  - ii. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(8) Cloud storage

- (a) Data requires protections equal to or greater than those specified elsewhere within this Exhibit.
- (b) 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:
  - i. Data must not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
    - (A) The Contractor has written procedures in place governing use of the Cloud storage and by signing this contract, the Contractor attests that all such procedures will be uniformly followed;
    - (B) The Data must be Encrypted while within the Contractor network;
    - (C) The Data must remain Encrypted during transmission to the Cloud;
    - (D) The Data must remain Encrypted at all times while residing within the Cloud storage solution;
    - (E) The Contractor must possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;
    - (F) The Data must not be downloaded to a non-authorized system. the only authorized systems are located on the DCYF network or Trusted networks;
    - (G) The Data must not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF network or Trusted network; and

(H) Access to the cloud storage requires Multi Factor Authentication.

ii. Data must 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; or

(C) Contractor can attest that:

1. They have reviewed the data security policy of the cloud service provider; and

2. The cloud service provider meets requirements of Exhibit A in full or with limited exceptions.

## 9. Method of Transfer

a. All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.

(1) Approved options include:

(a) SFT service provided Washington Technology Solutions (WaTech); or

(b) The DCYF instance of Box.com.

b. Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.

c. An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.

d. Any other solution must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the cover page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

e. The Contractor must use a secure solution for electronic mail submissions which contain Confidential information, and Personal Information, as defined in the General Terms and Conditions.

f. Information regarding receiving encrypted email from DCYF can be obtained at DCYF's website, located at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

## 10. System Protection.

a. To prevent compromise of systems that contain DCYF Data or systems that Data passes through, the Contractor must:

(1) Ensure all security patches or hotfixes applied within three (3) months of being made available;

- (2) Have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;
- (3) Ensure systems containing Data shall have an Anti-Malware application installed, if available; and
- (4) Ensure that Anti-Malware software is 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.

## **11. 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.
- b. The Contractor must use one or more of the following methods to segregate Data:
  - (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.
- c. 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.

## **12. Confidentiality Protection**

- a. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:
  - (1) 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.
  - (2) 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.
  - (3) 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.

- (4) 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), that 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:
- (a) DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and
  - (b) If requested by DCYF, Contractor must provide the original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) and Subcontractors' Staff person(s).

**13. Data Disposition.**

- a. The Contractor must ensure that all Data, including paper and electronic records, are retained pursuant to the Washington State retention standards.
- b. 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.
- c. Once the retention standard has passed, Contractors may destroy data as outlined below:
  - (1) The following acceptable methods of destruction must be used:

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
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 Category 3 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 Category 4 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

**14. Data shared with Subcontractors.**

- a. If the Subcontractor cannot protect the Data described in this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.
- b. The Contractor shall not share any Data with the Subcontractor until the Contractor receives such approval.

**15. Notification of Compromise or Potential Compromise**

- a. The Contractor shall notify DCYF by way of the Contracts and Procurement Office email at [dcyf.contractdatabreach@dcyf.wa.gov](mailto:dcyf.contractdatabreach@dcyf.wa.gov) within one (1) business day, after becoming aware of any potential, suspected, attempted or actual breach that has compromised or the potential to compromise DCYF shared Data.
- b. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security.
- c. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their staff.

**16. Breach of Data**

- a. 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:
  - (1) Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; and/or
  - (2) Suspend the Contractor's access to accounts and other information; and/or
  - (3) Terminate the Contract.

**STATEMENT OF WORK**  
**Evaluation of EGCC to Increase Foundational Safety**

<u>ORGANIZATION OF STATEMENT OF WORK</u>	
1.	Purpose
2.	Background/Context
3.	Contractor's Obligations
4.	Deliverables
5.	Consideration
6.	DCYF/JR Program Contact

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

**1. Purpose**

Echo Glen Children’s Center (EGCC) has experienced a series of events involving use of force, room confinement and isolation, significant property destruction, and escapes in the last year, along with significant change in facility leadership. Unfortunately, perception and experience of safety, for both staff and residents, has suffered. In order to increase the foundational safety at EGCC, JR seeks an external evaluation to further define and identify the root causes of these events and formulate tailored recommendations for how to build a culture of safety that supports a healthy work environment where staff can thrive and deliver top-tier therapeutic programming and interactions in a safe, secure, and therapeutic environment for youth and staff.

**2. Background/Context**

EGCC has faced numerous challenges recently. While a thorough evaluation will yield more detail and nuance regarding root causes of these issues, we note a few exacerbating factors:

- a. High staff turnover. While efforts are in place to improve retention, EGCC experiences incredibly high turnover, particularly among its security team with a turnover rate up to 60%. Indeed, EGCC saw an entire cohort of new employees leave JR.
- b. Perceived separation between a safe environment and a therapeutic one. While not all staff see these as mutually exclusive, there exists a perception that a safe environment is only achievable through use of control and sanctions (up to and including the use of force).
- c. Staff levels of fear are elevated. According to April 2022 data from PbS, staff report fearing for the safety at twice the national average.
- d. The use of force displayed at EGCC is unacceptable. In addition to going hands on, data show concerning use of room confinement as well. In August 2022 alone, data collected by the health center documented 43 uses of physical restraint yielding a “takedown” (in which a youth was taken to the floor/ground). The average across all other months in 2022 was 13.7/month.

- e. The use of room confinement/isolation is elevated.
- f. Lack of oversight process to review disconcerting staff behavior. This procedural gap prevents inappropriate behaviors from being flagged, addressed, and corrected.
- g. Leadership changes. Staff have experienced multiple changes in leadership in the last year. Unfortunately, without a stable force, staff's trust in leadership and the general direction of the facility have suffered. Further, organizational hierarchies may have been disrupted throughout the facility.

### 3. Contractor's Obligations

The Six Core Strategies document (Huckshorn, 2006) provides an organizing framework by which we can measure/evaluate the health of our organization generally and with regard to both the use of force and use of confinement. The list below is not meant to be exhaustive, but rather highlights some specific needs identified. In particular, we need the contractor to provide insight on the following:

- a. Evaluation of Leadership support of Organizational Change
  - (1) How well does leadership define and articulate a vision and philosophy that upholds the value of limiting the use of force and confinement to only what is necessary once all alternatives have been exhausted, in line with policy and national best practice?
    - (a) Do clinical and administrative practices align with JR and Echo Glen's mission statements, value statements, and policies?
    - (b) Is there an expectation that staff adhere to policy? How is this articulated, trained, and supported? Are there issues or flaws in policy that preclude staff's ability or willingness to adhere to it?
  - (2) What recommendations do you have for creating and implementing a facility- or unit-based performance improvement plan to reduce use of force and confinement, for example:
    - (a) Daily oversight over every use of force event by senior management with Superintendent.
    - (b) Daily/weekly oversight over every use of confinement by senior management with Superintendent.
    - (c) Review and revision of facility policy/procedures that may instigate conflicts.
  - (3) Evaluation of how well managers, and upper level leaders communicate expectations to staff and provide follow through on those expectations in supervision.
    - (a) Do staff, particularly supervisors, have meaningful avenues for professional development opportunities?
    - (b) Are staff supervisors well-equipped with skills, tools, and resources (e.g., time) to provide meaningful feedback and supervision?
    - (c) What *processes* exist to support supervision, including providing constructive feedback and documenting employee progress? Are these processes clear to staff/supervisors and functional in supporting staff development and remediation, as needed? If staff show a

pattern of problematic behavior and resistance to attempts to intervene, is there a process of graduated sanctions that are clear, fair, and well-documented (up to and including termination of employment)?

- (4) What staff culture issues and training needs exist and is the local leadership aware of these? Further, what is the culture of leadership? How well does that culture promote or inhibit a rehabilitative environment for youth and a positive work place for staff? What additional training needs exist at the leadership level?
  - (5) Are we creating an environment where staff feel empowered and safe to question a given policy, practice, or procedure regarding use of force and actions or rules that are incongruent with a non-coercive environment? Do staff have an avenue to voice their thoughts/concerns?
  - (6) Are we creating an environment where staff feel empowered and safe to raise concerns regarding staff engaging in non-therapeutic behaviors, including possible misconduct? Do staff have an avenue to voice their thoughts/concerns?
  - (7) What barriers does leadership face to providing the necessary resources to support their staff?
  - (8) Do staff themselves feel supported? Does leadership understand the impact of assaults on staff?
  - (9) How well does the organizational structure support the system and practices necessary to build a culture of a safe and therapeutic environment?
- b. Use of data to inform practice
- (1) Are all staff (including leadership) willing *and* able to invest in creating meaningful data?
  - (2) Provide a list of the data JR / Echo Glen should be evaluating regularly to inform our practice on the use of force and the cadence of the review of that data. For example:
    - (a) Use of force by unit and by staff
    - (b) Use of mechanical restraints and seclusion (room confinement and isolation)
    - (c) Injuries to youth, injuries to staff following use of force and/or application of restraints
  - (3) Provide guidance and recommendations on communicating data related to use of force, restraints, confinement, etc.
    - (a) Cadence and content of data reports
    - (b) Recipients of such reports
    - (c) Observing, recording and learning from near misses
    - (d) Effective feedback loop to ensure trends in data become actionable insights
  - (4) Assess current data collection processes and evaluate data integrity. Provide recommendations on ensuring adherence to proper documentation, for instance, a Quality Assurance plan.



(a) How can we leverage current resources to support accurate and timely data?

(b) Are additional resources needed (e.g., local data/QA staff)?

c. Workforce Development

(1) Evaluate our training. Do we have sufficient, intensive, and ongoing staff training and education needed to address the appropriate (i.e., legal) use of force and confinement, how to reduce it, and *why* this is critical to do? What else should we do?

(a) Does our current training include recovery, resiliency, prevention and performance improvement?

(b) How well does training cover the key elements below and how can it be improved?

i. Experiences of residents and staff

ii. Common assumptions and myths

iii. Trauma Informed Care

iv. Neurobiological Effects of Trauma

v. Public Health Prevention Model

vi. Performance Improvement Principles

vii. Use of Force Prevention Strategies as appropriate

viii. Seclusion (confinement)/restraints prevention strategies

ix. Risk for Violence

x. Medical/Physical Risk Factor for Injury or Death

xi. Use of Safety Planning Tools

xii. Core Skills in Building Therapeutic and Person Based Relationships

xiii. Safe Restraint application procedures including continuous face-to-face monitoring while a person is in restraint

xiv. Non-confrontational limit setting

d. Use of Force Prevention Tools and Use of Confinement Prevention Tools

Evaluate whether the tools and assessments we use in JR/Echo sufficiently identify risk for violence and therefore mitigate and ideally prevent a use of force or confinement.

(1) Use of tools to evaluate risk of death or serious injury upon the application of physical or mechanical restraints (e.g., obesity, asthma, medications, PTSD)

(2) Use of de-escalation surveys or safety plans to better individualize “what works” for youth when they approach crisis, and empower them to have a say in their own treatment.

(3) Rigorous training in verbal de-escalation.

(4) Use of person-first non-discriminatory language in speech/documents

- (5) Environmental changes to support emotional self-management, such as calming rooms.
- (6) Evaluate all safety and security policy, procedures, and practices associated with the operation of the institution.
  - (a) Insight into best practices for security staffing patterns,
  - (b) Leveraging our safety and security resources most efficiently. For instance, whether it is advisable to transition to a model of security in which security staff are assigned to a local unit.

e. Consumer Roles

How are young people/residents involved in addressing the use of force and confinement at Echo Glen? What models are recommended to improve this area?

- (1) Do residents have access to a functional, meaningful grievance process?
- (2) Following instances of use of force, what is the debrief and repair process with youth?
- (3) What other processes should be cultivated?

f. Debriefing Techniques

- (1) What is the current use of debriefing at Echo?
  - (a) To what extent are staff given time to process in a structured, safe context that acknowledges first their humanity, experience, and well-being? (i.e., immediate post-acute event analysis.)
    - i. What formal structures are in place (e.g., policy) to ensure meaningful debrief immediately after an incident? How do we cultivate strong leaders who can facilitate meaningful debriefing?
    - ii. How do we ensure that this process supports staff development and growth to learn from experiences in a psychologically safe context?
  - (b) How should later administrative debriefing function? I.e., who, what, and when? What is the process following this level of debriefing? What kinds of feedback loops are most effective in communicating with and supporting staff both when corrective action is needed and when performance was exceptional?

**Assessment Components Include**

Pre-Visit Development:

Document Review:

Review and appraise all current forms and policies with nexus to administration of medication, the use of physical and mechanical restraints, seclusion (room confinement and isolation), safety/security, staff response to emergencies, escorted movement, debriefing, resident complaints, staff grievances, staff training, and use of administrative unit lock-downs/room confinement. Review facility organizational charts.

### Direct Observation: Site Visits

Tour and observe day and swing shift operations within residential settings, treatment/clinical settings, services settings, leisure activity settings, seclusion (room confinement and isolation) areas, staff and resident wellness areas (if any), and staff training areas.

- Interact with residents in-situ and/or by structured meeting, to collect feedback on care and services experiences.
- Review relevant facility data collection practices.
- Observe medication administration periods - a.k.a. med-pass/med-lines.
- Observe any active isolation or room confinement episodes during the visit.
- Observe any behavioral crisis episode response during the visit.
- Observe the incident reporting and video surveillance systems.
- Engage in pre-scheduled cottage level staff meetings.
- Engage in pre-scheduled management/supervisor meetings - residential and security disciplines.
- Engage in pre-scheduled medical/clinical staff meetings - including medical, social work, and psychology leadership.
- Engage in pre-scheduled facility, executive leadership introductory meeting and site visit exit interview.
- Review sample incident reporting and packaging, to include video recordings of incidents.

### Training Review:

Review onboarding training curriculum and materials for both new employees and in-service training classes. Meet with trainers who provide training at the New Employee Academy, Crisis Management and Intervention Strategies, and local training provided to Echo Glen staff.

## **4. Deliverables**

- a. *Administration Leadership Meeting:* Upon completion of observations and reviews, conduct a JR leadership team exit interview, provide a summary of observations and findings, and preliminary recommendations for any exigent issues identified.
- b. *Monthly Virtual Implementation Support Meetings:* With facility leadership and executive team members to discuss identified progress areas, formulate improvement plans, and review data on key indicators of progress.
- c. *Initial Report:* Within 30 days of site visit, report will be delivered detailing the observations of the consultant team with specific, prioritized recommendations for improvement across (1) operations, (2) programming, and (3) policy, in alignment with the Six Core Strategies (though not limited to it). The report should include tailored recommendations that identify root causes of issues around safety, use of force, use of seclusion, and rehabilitation generally.
- d. *Interim Report:* After second visit, determine whether exigent issues are being addressed, and provide input to remove barriers to progress.
- e. *Final Report:* After the conclusion of all consultation meetings, a final report describing progress made and further recommendations for improvement.

## 5. Consideration

Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of **\$109,250.00**, including any and all expenses, and shall be based on the receipt and satisfactory acceptance by JR for the following:

a. Site Visit 1 (February 2023):

\$8,000/day x 4 consultants x 3 days = \$24,000  
Travel, lodging x 4 consultants x 3 days: \$15,000  
Total: **\$39,000**

b. Site Visit 2 (March 2023):

\$6,000/day x 3 consultants x 3 days = \$18,000  
Travel, lodging x 3 consultants x 3 days = \$11,250  
Total: **\$29,250**

c. Monthly Consultation:

\$250/hour x 3-Hour Meeting x 3 consultants x 4 meetings (April, May, June, July) = **\$9,000**

d. Document Review, Report Writing, and Professional Services:

\$250/hour x 4 consultants x 32 hours of anticipated work = **\$32,000**

**Grand Total: \$109,250**

e. Contractor will invoice DCYF on an A-19 and include corresponding deliverables. Due the 15<sup>th</sup> of the following month that services were rendered.

f. Travel Expenses. Travel expenses incurred or paid by the Contractor shall be reimbursed at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Reimbursable travel expenses under this Contract only include mileage, lodging and per diem rates. Any out-of-state travel must be approved in advance by DCYF for travel expenses to be reimbursable under this Contract. Travel expenses are included in the maximum contract amount for this Contract.

Current rates for travel can be accessed at: <http://www.ofm.wa.gov/policy/10.90.htm>

## 6. DCYF/JR Program Contact

The Contractor shall notify the DCYF Program Contact listed below for any questions or issues related to services under this contract:

**Rebecca Kelly**  
Senior Manager, JR  
360.515.6628  
[rebecca.kelly@dcyf.wa.gov](mailto:rebecca.kelly@dcyf.wa.gov)