



SERVICES CONTRACT

Positive Indian Parenting Training

DCYF Contract Number:
2432-56833
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:
1501-
Contractor Contract Number:

CONTRACTOR NAME National Indian Child Welfare Association, Inc.		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 5100 S Macadam Avenue Suite 300 Portland, OR 97239		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DCYF INDEX NUMBER 24074
CONTRACTOR CONTACT Tara Reynon	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS Tara@nicwa.org
DCYF ADMINISTRATION Department of Children, Youth, and Families	DCYF DIVISION Children, Youth and Families	DCYF CONTRACT CODE 2000PC-32	
DCYF CONTACT NAME AND TITLE Meilyn Diaz-Jugeat Contracts Specialist		DCYF CONTACT ADDRESS 1500 Jefferson St. SE Olympia, WA 98501	
DCYF CONTACT TELEPHONE (360)688-0194	DCYF CONTACT FAX Click here to enter text.	DCYF CONTACT E-MAIL ADDRESS meilyn.diaz-jugeat@dcyf.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
CONTRACT START DATE 08/01/2024	CONTRACT END DATE 07/31/2025	CONTRACT MAXIMUM AMOUNT \$45,000.00	

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

- Data Security: No Data Security Exhibit Exhibits (specify):
 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 Draft - Please Do Not Sign	PRINTED NAME AND TITLE	DATE SIGNED
DCYF SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE Meilyn Diaz-Jugeat Contracts Specialist	DATE SIGNED

DCYF General Terms and Conditions

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

DCYF General Terms and Conditions

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
- 5. Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
- 6. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 7. Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 8. Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
- 9. Inspection.** The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 10. Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

11. Nondiscrimination

- a. Nondiscrimination Requirement

DCYF General Terms and Conditions

- (1) During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3).
- (2) In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate

Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

c. Default

- (1) Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3).
- (2) Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency.
- (3) In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200.
- (4) Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach

- (1) Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW.
- (2) DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.

12. 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.

13. 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.

DCYF General Terms and Conditions

14. **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.
15. **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.
16. **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

17. **Advance Payment.** DCYF shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **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.
20. **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.
21. **Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter

DCYF General Terms and Conditions

communicating the existence of an overpayment from DCYF, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

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

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

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a 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.

- 22. 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.
- 23. 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.
- 24. Subrecipients.**
 - a. 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 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;

DCYF General Terms and Conditions

- (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.
- 25. 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.
- 26. 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;
 - 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.
- 27. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:

DCYF General Terms and Conditions

- 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.

28. 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.

29. Taxes.

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

DCYF General Terms and Conditions

responsibility.

Draft

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. "AI/AN" means American Indian/Alaska Native.
- c. "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.
- d. "Contractor" refers to the National Indian Child Welfare Association (NICWA).
- e. "Contract Manager" refers to Tessa Velasco, Culturally Responsive Services Manager.
- f. "Culturally Specific" refers to proactive learning and engagement regarding the distinct cultural practices of others, referencing specific elements that could be recognized as particular to **their** cultural ways.
- g. "Deliverable" means the delivery of services and/or a tangible work product resulting from this Contract which is to be documented, described, reported and/or provided to DCYF in the form and manner required by this Contract.
- h. "HB" means House Bill.
- i. "ICWA" means the Indian Child Welfare Act of 1978.
- j. "PIP" means the evidence-based program Positive Indian Parenting.
- k. "RAIO" means Recognized American Indian Organization.
- l. "WA" means Washington State.
- m. "WICWA" means the Washington State Indian Child Welfare Act.

2. Background

- a. When creating the Department of Children, Youth, and Families (DCYF) in July 2017, the Legislature made its intent clear: "... to improve service delivery and outcomes, existing services must be restructured into a comprehensive agency dedicated to the safety, development, and well-being of children that emphasizes prevention, early childhood development, and early intervention, and supporting parents to be their children's first and most important teachers" (HB 1661, Sec.1). The Legislature further articulated a vision for the Department, specifically that "Washington State's children and youth grow up safe and healthy - thriving physically, emotionally and academically, nurtured by family and community." In order to fulfill this intent and achieve this vision, DCYF must build and support a broad continuum of services matched to community and family needs and accessible to families across the state.
- b. Additionally, new legislation and recent State Supreme Court decisions significantly impact DCYF's practice related to removal decisions, keeping families together when safely possible, serving

families in their own homes, placing with kin when removal is necessary, and ensuring timely active efforts for Indian families. A robust culturally responsive and relevant service continuum will be critical to DCYF's ability to serve families as required by these new statutes and court decisions.

- c. The Keeping Families Together Act (HB 1227, Chapter 221, Laws of 2021) was enacted to reduce the number of children in foster care and reduce racial bias in the child welfare system. HB 1227 amends RCW 13.34.065, the shelter care hearing statute, to include a process for the court to ask parents if they are willing to participate in services that would prevent or eliminate the need for a child's removal from the home. When HB 1227 becomes effective August 1, 2024, it will be essential for families to have ready access to culturally responsive and appropriate services to keep their children safe at home and prevent removal.
 - d. On September 3, 2020, the Washington State Supreme Court issued an opinion in *In re Dependency of Z.J.G. and M.E.J.G.* holding that a court has a "reason to know" that a child is or may be an Indian Child when a participant in the child custody proceeding indicates that the child has tribal heritage. The Supreme Court's opinion clarifies that if there is any indication from any participant that a child has tribal heritage the protections under the federal Indian Child Welfare Act (ICWA) and the Washington State Indian Child Welfare Act (WICWA) must be applied. This expansion in "reason to know" will increase the number of child welfare cases in which these protections apply. Additionally, DCYF must improve its culturally relevant/responsive service delivery in which there is "reason to know."
 - e. Subsequently, on June 24, 2021 the court issued an opinion in *In re Dependency of G.J.A., A.R.A., S.S.A., and V.A.*, clarifying what "active efforts" the department must make in order to prevent the breakup of the Indian family. It also specified that services provided to prevent out of home placement and the termination of parental rights must be culturally appropriate to the child's tribal heritage. In order to meet this higher standard for "active efforts" in these cases DCYF will need to increase staff to provide collaborative case planning and implementation, train staff, monitor and promote policy compliance, and expand contracts with tribes to provide culturally appropriate services to Native families in the expanded number of cases in which ICWA and WICWA apply.
 - f. The Washington State Legislature provided funding for the [policy level agency request for ICWA Reason to Know](#). DCYF must work with tribal governments and tribal organizations across the state to identify "service deserts" in DCYF contracted services, especially in rural areas, develop an agreed upon definition of what meets the standard of culturally relevant services and a "road map" to bringing these contracted services into compliance. In addition to native populations, DCYF must look across WA state at ensuring contracted services are meeting the cultural needs of all children, youth and families.
 - g. Impacts of the COVID-19 pandemic and subsequent economic challenges have created provider staffing shortages, especially in critically-need culturally-responsive services. Changes brought by the new statutes and court decisions referenced above may add to the already significant strain that service providers and DCYF have experienced in trying to build service capacity and availability.
3. **Contract Term.** The Initial term of this Contract is for one (1) year, expiring 5/30/2024. With approval from the Department of Enterprise Services (DES) and the discretion of DCYF, this Contract may be extended up to two (2) years, in one (1) year increments, not to exceed May 31, 2026.
 4. **Purpose.** The purpose of this Contract is to provide In-Home culturally responsive Positive Indian Parenting train the trainer sessions for WA state Tribal Nations and DCYF staff.
 - a. Positive Indian Parenting is a parenting skills training program designed for American Indian/Alaska

Native (AI/AN) parents. The program aims to help parents use traditional indigenous practices to raise their children in safe, supportive environments and to develop parenting attitudes, values and skills rooted in cultural heritage. PIP creates a pathway for parents to learn traditional indigenous parenting practices that have been disrupted by colonization, family separation and forced assimilation.

- b. PIP includes eight sessions. Each session follows a two-part format, beginning with a lesson on traditional indigenous parenting practices followed by a group discussion on how to apply the practices. Lessons apply concepts from oral traditions including effectively communicating with children and using behavior management techniques to help children develop self-discipline. Lesson content is drawn from several tribes' traditional practices. The program can be culturally adapted to include teachings from the local region.
- c. Positive Indian Parenting (PIP) prepares tribal and non-tribal child welfare personnel to train American Indian and Alaska Native parents using a culturally specific approach. The materials presented during this training draw on the strengths of historic Indian child-rearing practices and blend traditional values with contemporary skills. Storytelling, cradleboards, harmony, lessons of nature, behavior management, and the use of praise are discussed.
- d. DCYF wants to promote the expansion of culturally specific services available to families and seeks to bring train the trainer sessions to WA State, sponsoring two (2) Tribal delegates from each federally recognized Tribe, and two (2) delegates from each Recognized American Indian Organization (RAIO). Additionally, slots will be available to internal DCYF staff.

5. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. Contractor shall do all things necessary for, or related to, the performance of the work in this Contract, including, but not limited to, the services described below:
 - (1) Develop, in collaboration with DCYF staff, a detailed training and communication plan describing the work to be completed under this Contract. This will include: activities, outputs, timeline of implementation and staff roles.
 - (2) Engage in on-going coordination and communication with DCYF. This communication includes, but is not limited to ongoing phone, and email coordination with DCYF and periodic meetings with DCYF identified staff to provide updates regarding direct service funding and contract management.
 - (3) Provide universal knowledge and expertise regarding Positive Indian Parenting and provide Train the Trainer sessions for Washington State. This includes:
 - (a) Two virtual four-day PIP training; and
 - (b) One in-person three-day PIP trainings in either Western or Eastern Washington.
 - (4) Prepare and provide written and/or virtual curriculum material.
 - (5) Evaluate the training participants' satisfaction with the training venue, trainers, and approach, training material, and participant knowledge consistent with the Positive Indian Parenting curriculum.

- (6) Provide DCYF contract manager with attendance and engagement reporting for all training courses at the completion of the training.

6. Deliverables

- a. Contractor will provide three train the trainer sessions for WA State. (Deliverable 1)
 - (1) October 2024
 - (2) March 2025; and
 - (3) May 2025.
 - (4) Sessions can be rescheduled with approval from DCYF.
- b. Contractor will provide a detailed curriculum outline for registrants. (Deliverable 2)
- c. Due Dates may be adjusted at the discretion and written approval of the DCYF Contract Manager to accommodate the variable reporting structures associated with federal funding requirements and/or Contractor timelines.

7. Subcontracting.

Contractor is allowed to subcontract for trainers to help provide the services under this Contract.

8. Consideration.

- a. Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$45,000.00 including any and all expenses and shall be based on reimbursement for actual expenses incurred and approval of all invoices by DCYF. Contractor must attach back-up documentation to billing that demonstrates the actual expenses incurred.

Training Costs:	
Training fee (\$3,000/day):	\$33,000
Curriculum (\$75/ estimate of 75 attendees):	\$5,625
Travel fee (1/2 day of daily training fee):	\$3,000
Subtotal:	\$41625

- b. Contractor Training, assessment and consultation rates are:
 - (1) \$3,000 per day for PIP Train the Trainer course
 - (2) \$75 per attendee curriculum fee
 - (3) \$1,500 per day Travel fee
 - (4) \$480 shipping cost per training

9. Billing and Payment

- a. Contractor will submit a properly completed A-19 Voucher after each training session, accompanied by the following documentation of the actual expenses incurred during that period, as described below:
- (1) Monthly, Bimonthly or Quarterly Expense Summary as produced by the Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
 - (2) Monthly, Bimonthly or Quarterly Payroll Summary describing reimbursed hours for each staff person paid under the contract for that period; and
 - (3) Invoice documentation supporting payment for contracted services, as appropriate.
 - (4) Invoice will be submitted by the 25th of the month following the close of the invoice period.
- b. The invoice voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DCYF CONTRACT NO.2432-56833 FOR THE MONTH OF 2024"
- c. The A-19 invoice vouchers shall be submitted to:
- Tessa Velasco
Culturally Responsive Services Manager
Department of Children, Youth & Families
tessa.velasco@dcyf.wa.gov
- d. The Contractor shall contact the above DCYF contact at (360) 918-3518 concerning billing questions.
- e. The rates shall be as specified above in the section titled "Consideration" of this Contract.
- f. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.
- g. 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.
- h. DCYF shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- i. The DCYF contract manager will review the invoices and authorize payment and submit to the fiscal team.
- j. The DCYF Payment Coding is: PI: A9510, OI: 5710, Appn: 7B2, Alloc: 7680
- k. Compensation cannot exceed the maximum amount as set forth within this contract. Draft reports, deliverables and analysis will be reviewed with project staff prior to finalization but all deliverables received shall be approved by DCYF.
- l. All services must be completed by 7/31/25. Any services after 7/31/25 are not billable under the terms of this Contract.

- m. Travel reimbursements made directly to the Contractor for services in this Contact cannot exceed the current State of Washington travel reimbursement rates. Contractor will receive compensation for travel expenses at current state travel reimbursement rates and in accordance with the State of Washington Office of Financial Management Travel Regulations. Current rates for travel can be accessed at <http://www.ofm.wa.gov/resources/travel.asp>.
- n. When the lowest available lodging rate exceeds the current state travel reimbursement rates, an exception can be made and when pre-approved in writing by Project Manager, documented, and available for audit review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriately planning must take place to avoid unnecessary travel in the performance of work assignments, seeking alternatives such as teleconference calls, video and web collaboration and conferencing.
- o. If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation for amount invoiced by Contractor.

10. 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.

11. 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.

12. 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.

13. Prohibition of Use of Funds for Lobbying Activities

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

or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

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

14. 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.

15. 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 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

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.

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.

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 level.

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.

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

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