



**INTERLOCAL AGREEMENT
BETWEEN**

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

AND

NORTHWEST EDUCATIONAL SERVICE DIST 189

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") located at PO Box 40970, Olympia WA 98504-0970 and Northwest Educational Service Dist 189, an Educational Service District, (hereinafter referred to as "Contractor"), located at 1601 R. Avenue, Anacortes WA 98221.

THE PURPOSE OF THIS CONTRACT IS to pilot the Dual Language Learner (DLL) training that was created by I-LABS, UW and then be able to deliver training after pilot revisions are made.

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

1.1 Contract Manager

1.1.1 The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. The Contractor and Contract Manager information for this Contract is as follows:

CONTRACTOR BUSINESS ADDRESS

Northwest Educational Service Dist 189
1601 R. Avenue
Anacortes WA 98221
TIN: 91-0868056
UBI: 600-253-146

CONTRACTOR CONTRACT MANAGER

Sarah Southard
ssouthard@nwesd.org
Phone: (360) 299-4045

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Marlene White
Professional Development Coordinator
marlene.white@del.wa.gov
Phone: (360) 628-7115

1.1.2 Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in Section 7 (Contractor Staff) of exhibit C shall apply to this Section (Section 1.1).

1.2 Notices

1.2.1 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.1.

1.2.2 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

2. EXHIBITS AND ATTACHMENTS

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

- o Exhibit A - STATEMENT OF WORK
- o Exhibit B - BUDGET
- o Exhibit C - GENERAL TERMS AND CONDITIONS
- o Exhibit D - DELIVERABLES
- o Attachment 1 - ConfidentialNondisclosureAgmt 18-1274
- o Attachment 2 - Certification of Data Disposition 18-1274

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

3. STATEMENT OF WORK

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

4. PERIOD OF PERFORMANCE

Subject to Department of Enterprise Services (DES) approval requirements and the requirements of this Contract, the period of performance of this Contract shall commence on November 1, 2018 and be completed on or before June 30, 2019, unless terminated sooner as provided herein. Performance on this contract shall not begin before the contract start date.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$15,151.50. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

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

The Department of Children, Youth, and Families
Attn: Marlene White
PO Box 40970
Olympia WA 98504-0970

OR

Email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at marlene.white@del.wa.gov.

6.2 Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

6.3 Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the WaTech.

6.4 Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Voucher Verification".

6.5 For Statewide Payee Registration: WaTech maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://watech.wa.gov/solutions/it-systems/statewide-payee-desk>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.

6.6 Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

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

SIGNATURE:

PRINTED NAME AND TITLE:

DATE SIGNED:

NORTHWEST EDUCATIONAL SERVICE DIST 189



Carmy Francois, Supt.

1/9/19

WASHINGTON STATE
Department of Children, Youth, and Families



Krls Gorgas
Contract Specialist

DCYF Contract Administrator

1/9/19

Received

JAN 14 2019

DCYF Mailroom



Exhibit A - STATEMENT OF WORK

Dual Language Learners (DLL) Statement of Work



Department of Children, Youth & Families
www.dcyf.wa.gov

1. BACKGROUND

- 1.1. In July 2017, Governor Inslee signed HB 1445 into law; an act relating to dual language in early learning & K-12 education. HB 1445 requires DCYF to:
 - 1.1.1. Work with community partners to support outreach and education for parents and families around the benefits of native language development and retention, as well as the benefits of dual language learning;
 - 1.1.2. Create training & professional development resources on dual language learning; and Support dual language learning communities for teachers and coaches.
- 1.2. DCYF contracted with the Institute for Learning & Brain Sciences (I-LABS) to help complete the work required in HB 1445 and together developed the Dual Language Learner (DLL) curricula.
 - 1.2.1. The Dual Language Learner (DLL) curricula was designed to develop a shared understanding of the importance of culture in the acquisition of language, the benefits of learning more than one language, and the best practices that support language development for all children.
 - 1.2.2. The DLL curricula consists of three components to be delivered over time with job embedded learning in between session, totaling twelve (12) hours:
 - 1.2.2.1. Initial training - one (1) session of six (6) hours
 - 1.2.2.2. Community of Practice - two (2) sessions over different days (2 hours each)
 - 1.2.2.3. Capstone - one (1) session of two (2) hours.

2. DEFINITIONS

- 2.1. AGENCY - The Department of Children, Youth and Families (DCYF) is the AGENCY of the state of Washington that is issuing this contract.
- 2.2. Contractor – means an individual or entity who is providing services under a signed contract with the Department of Children, Youth, and Families (DCYF).
- 2.3. DCYF – The Department of Children, Youth and Families.
- 2.4. DCYF State-Approved Trainer – Individuals who apply for and are awarded this status by DCYF to provide quality training to direct service providers for children, youth, and families. For information on how to become a DCYF approved trainer please refer to: <https://www.dcyf.wa.gov/services/earlylearning-profdev/support-early-learning-provider>.
- 2.5. Direct Child and Family Service Providers – Professionals such as teachers, early learning professionals, home visitors, or social workers.
- 2.6. DLL – Dual Language Learner.
- 2.7. I-LABS – Institute for Learning and Brain Sciences. A research institute through the University of Washington.
- 2.8. Region 1 – Includes the following counties: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.
- 2.9. Region 2 –Includes the following counties: Benton, Columbia, Franklin, Kittitas, Klickitat, Walla Walla and Yakima.
- 2.10. Region 3 – Includes the following counties: Skagit, Snohomish and Whatcom.
- 2.11. Region 4 – Includes King County.
- 2.12. Region 5—Includes the following counties: Kitsap & Pierce County.
- 2.13. Region 6 – Includes the following counties: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum.

3. CONTRACTOR RESPONSIBILITIES

- 3.1. The Contractor's primary responsibility is to execute the DLL training recruitment, training implementation, data collection and feedback for the training evaluation.
- 3.2. The Contractor shall provide the services and staff, and otherwise do all things necessary or incidental to the performance of work, as set forth in this contract.

4. TRAINER REQUIREMENTS

- 4.1. All individuals assigned to deliver the DLL curricula must:
 - 4.1.1. Be a DCYF State Approved Trainer;
 - 4.1.2. Be listed in MERIT and associated in MERIT with the Contractor's MERIT established Agency;
 - 4.1.3. Comply with all of DCYF's training and approval policies as now or hereafter amended including, but not limited to, quality assurance monitoring as described in the training and trainer approval process. DCYF's training monitoring and approval policies may be accessed at: <https://www.dcyf.wa.gov/services/earlylearning-profdev/support-early-learning-provider/training>; and
 - 4.1.4. Attend the DCYF DLL Train-the-Trainer session and participate in follow up communication.

5. TRAINING DELIVERY

- 5.1. The DLL training consists of three components:
 - 5.1.1. Initial training - one (1) session of six (6) hours
 - 5.1.2. Community of Practice - two (2) sessions at two (2) hours each
 - 5.1.3. Capstone - one (1) session of two (2) hours.
- 5.2. Contractor will receive curriculum and other training materials at the mandatory DLL Train-the-Trainer.
- 5.3. No modifications may be made to the DLL training unless otherwise approved by DCYF.
- 5.4. **Training Delivery:** Contractor shall deliver DLL training in Region 3
 - 5.4.1. Contractor shall deliver the pilot training session between November 1, 2018 and February 28, 2019.
 - 5.4.2. Contractor shall deliver updated training session between April 1, 2019- June 30, 2019.
 - 5.4.3. Contractor will notify DCYF of scheduled training dates after they're scheduled and prior to the training delivery
 - 5.4.4. Training shall be accessible to participants, delivered at various times during the day, including on evenings and weekends and meet their varied needs.
 - 5.4.5. Training shall be delivered in English.
 - 5.4.6. There shall be no cost to participants to receive this training.
 - 5.4.7. Contractor must complete training rosters in MERIT after training completion and before Contractor bills for service.
- 5.5. **Recruitment:**
 - 5.5.1. Contractor shall recruit a minimum of 15 direct child and family service professionals in Region 3 to participate in the pilot.
 - 5.5.2. The Contractor shall recruit a minimum of 15 new direct child and family service professionals to participate in the updated version.
 - 5.5.3. Participants may be bilingual or monolingual.
 - 5.5.4. Participants for the updated version must not be participants from the pilot.

6. TRAINING DATA COLLECTION and FEEDBACK

- 6.1. The Contractor shall be part of the feedback and evaluation process where they will share successes, challenges and experience delivering the Dual Language Learner (DLL) training series (the DLL training (6 hours), the Community of Practice (4 hour) and the Capstone (2 hours)).
- 6.2. Contractor shall collect pre and post data from training participants in the form of a survey developed by I-LABS and DCYF to:
 - 6.2.1. Inform training revisions;
 - 6.2.2. Evaluate participant's application of the training into daily practice; and
 - 6.2.3. Identify support materials for training and on-the-job learning.
 - 6.2.3.1. The pre and post assessment surveys will be created by DCYF and I-LABS and will be provided to contractors prior to training delivery.
- 6.3. To obtain pre and post data, trainers will be required to do the following:
 - 6.3.1. Trainers must take a pre-assessment survey prior to delivering the training content.
 - 6.3.2. Trainers must provide a separate pre-assessment survey to trainees before they take the training.
 - 6.3.3. Both of the pre-assessment surveys from the trainer and trainee will be compiled by the trainer and sent to DCYF no later than February 28, 2019.
 - 6.3.4. After the training series has been delivered, the trainer will then fill out a post-assessment survey to assess training content.
 - 6.3.5. After the training series has been delivered, the trainer will also provide a post-assessment survey to trainees.
 - 6.3.6. Both of the post-assessment from the trainer and trainee will be compiled by the trainer and sent to DCYF no later than June 30, 2019.
- 6.4. The Contractor shall participate in conference calls, webinars, and meetings to share and review feedback with I-LABS and Department of Children, Youth, and Families.
- 6.5. A random sampling of pilot training sessions may be observed by I-LABS in order to assess suitability of curriculum and ensure it meets the needs of the class participants.
- 6.6. I-LABS will work with Contractor to attend some scheduled trainings.

7. COMPENSATION AND VOUCHER PAYMENT

- 7.1. The Contractor shall submit an invoice after each deliverable has been met.
- 7.2. The Contractor will be funded according to approved expenditures listed in Exhibit B, Budget. Any variation to the budget must be approved by DCYF.
- 7.3. Compensation will be based on a payment schedule as described in Exhibit B, Budget and shall not exceed the total budgeted amount in Exhibit B.
- 7.4. If DCYF is not satisfied with the performance of work, DCYF reserves the right to refuse to pay full compensation billed by the Contractor.



Exhibit B - BUDGET

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

State Fiscal Year 2019 (July 1 2018 - June 30 2019):

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. Training Delivery	24 Hourly	\$500.00	\$12,000.00	
3. Training Data Collection and Feedback	2 Each	\$825.00	\$1,650.00	
4. Administrative Fee (11%)	1 Cost	\$1,501.50	\$1,501.50	
		Total:	\$15,151.50	
		Contract Maximum:	\$15,151.50	

Contract Funding Source(s)

State Funds \$15,151.50



Exhibit C - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

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

- 1.1 **“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.
- 1.2 **“Converted Data”** means the data which has been successfully converted by the Contractor for processing by DCYF’s computer system.
- 1.3 **“Data”** means DCYF’s records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- 1.4 **“In-home Caregiver”** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- 1.5 **“Materials”** means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 1.6 **“Personal Information”** means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- 1.7 **“Sensitive Personal Information”** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver’s license numbers, or other personally identifying information.
- 1.8 **“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.
- 1.9 **“Subcontractor”** means one not in the employment of a party to this Contract, who is performing all or part of those services under this Contract under a separate contract with a party to this Contract. The terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) in any tier, and the Subcontractors’ directors, officers, employees, and agents.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DCYF.

3. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

4.1 Assignment by Contractor

With the prior written consent of DCYF’s Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such

assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

4.2 Assignment by DCYF

DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. ATTORNEY FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

6. CHOICE OF LAW AND VENUE

This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1 Assurances

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).

7.2 Child Health, Safety, And Well Being And Child Abuse Or Neglect

In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Contractor. Contractors shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.

7.3 Civil Rights Laws

7.3.1 During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).

7.3.2 In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

7.4 Conflict of Interest

7.4.1 Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

7.4.2 In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

7.5 Licensing, Accreditation and Registration

The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

7.6 Noncompliance with Laws, Regulations, or Policies

The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

8. CONTRACTOR STAFF

8.1 Prior to the effective date of this Contract, the Contractor shall have provided to DCYF an organization chart of the Contractor's Staff, including the names and positions of Staff that will be performing services pursuant to this Contract. The Contractor shall also provide to DCYF job descriptions for the Staff performing services pursuant to this Contract.

8.2 During the term of the Contract, DCYF reserves the right to approve or disapprove Contractor's and any Subcontractor's Staff assigned to this Contract, to approve or disapprove any proposed changes in Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by DCYF, subject to DCYF's compliance with applicable laws and regulations. Contractor shall provide DCYF with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services.

8.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

8.4 Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor shall ensure that any transition to new Staff will not affect the schedule or provision of services set forth in this Contract. Contractor understands and agrees that DCYF does not assume liability for the actions of the Contractor's, the Contractor's Subcontractors, or the Contractor's agents. Contractor agrees that it has no right to indemnification or contribution from DCYF for any judgments rendered against Contractor, its Subcontractors or agents.

8.5 Due to the confidential nature of the information and Materials which will be accessible to Contractor, DCYF shall have the right to conduct reference checks and background checks on the Contractor Staff to be used to provide the services and goods pursuant to this Contract. DCYF reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, the Contractor shall conduct its own reference and background checks on Staff or their substitutes to be used to provide the services pursuant to this Contract, subject to Contractor providing to DCYF the questions asked during such checks and other information about the checks as requested by DCYF, and to those questions and this information satisfying DCYF's requirements. Contractor further agrees to cooperate fully with DCYF in completion of these requirements.

9. CONTINUED PERFORMANCE

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

10. COPYRIGHT

10.1 Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.

10.2 For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and

represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.

- 10.3** The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION

11.1 Scope of Protection

This Section (Section 11) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.

11.2 Use of Confidential Information and Sensitive Personal Information

11.2.1 For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:

11.2.1.1 All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and

11.2.1.2 All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.

11.2.2 DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

11.3 Protection of Sensitive Personal Information

11.3.1 The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.

11.3.2 The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Section 11.3).

11.3.3 Notice of Third Party Request and Intended Disclosure

11.3.3.1 Written Notice Required. If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.

11.3.3.2 Notice Deadline: Third Party Request. The notice required under this Section (Section 11.3) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.

11.3.3.3 Notice Deadline: Disclosure for any Other Reason. If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.

11.3.3.4 Basis for Disclosure. The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.

11.3.4 If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality And Non-Disclosure Agreement consistent with Attachment 1 to this Contract.

11.3.5 The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

11.4 Information Technology Security Standards

11.4.1 The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:

11.4.1.1 All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and

11.4.1.2 The Washington State Office of the Chief Information Officer IT Standards.

11.4.2 The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

11.5 Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (Section 11) the Contractor must:

11.5.1 Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section 1 (Definitions).

11.5.2 Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.

11.5.3 Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

11.5.3.1 DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and

11.5.3.2 DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.

11.5.4 Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section 7 (Compliance With Laws, Rules And Regulations), and this Section (Section 11).

11.5.5 Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made

known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.

- 11.5.6** Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- 11.5.7** Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- 11.5.8** Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 30 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (Section 11) must be destroyed as follows:
 - 11.5.8.1** For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - 11.5.8.2** For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
 - 11.5.8.3** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - 11.5.8.4** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.
 - 11.5.8.5** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
 - 11.5.8.6** If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- 11.5.9** All the Contractor's equipment will be wiped, as described in Section 11.5.8.5, before it leaves the Contractor's ownership.
- 11.5.10** Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

11.5.11 Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager and DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov.

11.6 Confidentiality Breach

In the event of a breach by the Contractor of this Section (Section 11) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:

11.6.1 Terminate the Contract;

11.6.2 Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;

11.6.3 Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

11.6.4 Suspend the Contractor's on-line access to accounts and other information.

11.7 Method of Transfer

All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the State Of Washington with login and hardened password security.

11.8 Public Disclosure

11.8.1 Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the Data is responsible for informing the other party what it considers Confidential Information.

11.8.2 If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

11.9 Access to Data

In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

13. DISPUTES

13.1 Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").

13.2 A request for a DRB must:

13.2.1 Be in writing;

13.2.2 State the disputed issues;

13.2.3 State the relative positions of the parties;

13.2.4 State the Contractor's name, address, and contact telephone number; and

13.2.5 Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.

13.3 The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.

13.4 Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

14. DUPLICATE PAYMENT

DCYF shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

15. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

16. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

17. FUNDING CONTINGENCY

17.1 In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, DCYF may:

17.1.1 Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;

17.1.2 Renegotiate the terms of the Contract under the new funding limitations and conditions;

17.1.3 After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or

17.1.4 Pursue such other alternatives as the parties mutually agree to in writing.

17.2 Any termination under this Section (Section 17) shall be considered a Termination for Convenience.

18. HEADINGS

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

19. INDEMNIFICATION

Each party to this Contract hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Contract.

20. INDEPENDENT CAPACITY

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

21. INDUSTRIAL INSURANCE COVERAGE

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

22. INSURANCE

22.1 Insurance Required

The Contractor is currently covered under an insurance risk pool. Prior to commencement of any activity under this Contract, Contractor, at Contractor's sole expense, shall obtain and maintain in full force and effect during the term of this Contract and during any other period during which Contractor is acting pursuant to this Contract the insurance coverages set forth herein on Contractor's operations and activities. The failure to purchase, maintain, and provide evidence of the required insurance shall constitute material default.

22.2 Eligible Insurance Companies

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports.

22.3 Failure to Purchase and Maintain Insurance

If Contractor fails to buy and maintain the insurance coverage described in this Section (Section 22), DCYF may terminate this Contract under Section 35 (Termination for Cause). The intent of the required insurance is to protect DCYF should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractors, or agents of either, while performing under the terms of this Contract.

22.4 Evidence of Insurance Coverage

Contractor shall furnish to DCYF copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's effective date, and copies of renewal certificates and endorsements of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section (Section 22). Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by DCYF for material breach under Section 35 (Termination for Cause). The insurance and policies described in this Section (Section 22) shall reference this Contract's number and the Department of Children, Youth, and Families.

22.5 Advance Notice of Revocation

Such policies shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DCYF by the insurer.

22.6 Cancellation

In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DCYF within one (1) business day of Contractor's receipt of such notice from the insurance provider.

22.7 Additional Insured

With the exception of the Professional Liability, Automobile Liability, and Workers Compensation coverages, the State of Washington, DCYF, its elected and appointed officials, agents and employees shall be named as an Additional Insured and Contractor shall provide a copy of the policy endorsement(s) designating such entities and persons as an additional named insured.

22.8 Primary Insurance

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State of Washington and shall include a severability of interests (cross-liability) provision. This provision means all insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

22.9 Subcontractors

Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Contractor shall ensure that all Subcontractors have and maintain insurance with the same types and limits of coverage as required of Contractor under the Contract and shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each Subcontractor as evidence that each Subcontractor maintains insurance as required by the Contract. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

22.10 Contractor's Liability

By requiring insurance, the State and DCYF do not represent that the coverage and limits specified will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the terms and conditions of this Contract.

22.11 Premiums

Premiums for all insurance policies provided for by this Contract shall be paid by Contractor or its Subcontractors.

22.12 Employees and Volunteers

Insurance required of Contractor under the Contract shall include coverage for the acts and omissions of Contractor's employees, agents, and volunteers.

22.13 Insurance Description and Limits

The minimum acceptable insurance and limits shall be as indicated below with no deductible as indicated below:

22.13.1 Commercial General Liability Insurance

The Contractor shall maintain commercial general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than one million dollars (\$1,000,000) per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain a separation of insureds (cross liability) condition.

22.13.2 Business Automobile Liability Insurance

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

22.13.3 Employer's Liability ("Stop Gap") Insurance

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

22.13.4 Property Insurance

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

22.13.5 Professional Liability (Errors and Omissions) Insurance

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

effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

23. LIMITATION OF AUTHORITY

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

24. MONITORING

24.1 DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

24.2 Monitoring activities may include, but not be limited to:

24.2.1 Review of the deliverables and other requirements listed in Exhibit A.

24.2.2 Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.

24.2.3 Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:

24.2.3.1 Contractor's compliance with Section 7 (Compliance With Laws, Rules, and Regulations).

24.2.3.2 Contractor's compliance with Section 11 (Data Share and Protection of Confidential Information and Sensitive Personal Information).

24.2.4 On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

25. NEUTRAL AUTHORSHIP

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

26. ORDER OF PRECEDENCE

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

26.1 Applicable Federal statutes, regulations, and policies;

26.2 Applicable State of Washington statutes, regulations, and policies;

26.3 The Contract terms and conditions (pages 1 thru 4);

26.4 Exhibit C (General Terms and Conditions);

26.5 Exhibit B (Budget); and

26.6 Exhibit A (Statement of Work).

27. OVERPAYMENT

27.1 Contractor shall promptly, but in all cases within thirty (30) Days, pay to DCYF the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for DCYF's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.

27.2 In addition to the requirements contained in this Section (Section 27), the Contractor agrees that DCYF may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor.

DCYF must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

28. PUBLICITY

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

29. RECAPTURE

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

30. RECORDS MAINTENANCE

- 30.1** The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 30.2** 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.

31. REMEDIES

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

32. SEVERABILITY

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

33. SITE SECURITY

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

34. SUBCONTRACTING

34.1 Subcontractor Approval by DCYF

Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.

34.2 Subcontract Terms and Conditions

The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.

34.3 Performance

Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.

34.4 Direct Agreements

Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

35. TERMINATION FOR CAUSE

35.1 In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.

35.2 DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.

35.3 In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and Staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF provided in this Section (Section 35) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

35.4 Section 35.1 shall not apply to conduct, in the performance of this Contract, by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract, the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, DCYF may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, DCYF shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

37. TERMINATION PROCEDURE

37.1 Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section 38 (Treatment of Assets) shall apply in such property transfer.

37.2 DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and

preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section 13 (Disputes) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.

- 37.3** The rights and remedies of DCYF provided in this Section (Section 37) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 37.4** After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
- 37.4.1** Stop work under the contract on the date, and to the extent specified, in the notice;
 - 37.4.2** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - 37.4.3** Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 37.4.4** Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
 - 37.4.5** Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
 - 37.4.6** Complete performance of such part of the work as shall not have been terminated by DCYF; and
 - 37.4.7** Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

38. TREATMENT OF ASSETS

- 38.1** Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- 38.2** Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- 38.3** The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 38.4** If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- 38.5** The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- 38.6** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract. Waiver of any

default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

40. CONTRACTOR REPRESENTATIONS AND WARRANTIES

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

40.1 QUALIFIED TO DO BUSINESS. Contractor represents and warrants that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

40.2 SUSPENSION & DEBARMENT. Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.

40.3 QUALITY OF GOODS OR SERVICES. Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

40.4 PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.

40.5 Sensitive Personal Information of In-home Caregivers. Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.217.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

41. WITHHOLDING PAYMENTS

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



Exhibit D - DELIVERABLES

State Fiscal Year 2019 (July 1 2018 - June 30 2019):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Training Delivery during Pilot <i>Train a minimum of 15 participants during the pilot training.</i>	Mar 1, 2019
2.00	Training Data Collection and Feedback <i>Contractor shall collect pre-assessment data from training participants in the form of a survey developed by I-LABS and DCYF.</i>	Mar 27, 2019
3.00	Training Delivery for Finalized Curricula <i>Train a minimum of 15 participants after the training has gone through revisions and is final.</i>	Jun 30, 2019
4.00	Training Data Collection and Feedback <i>Contractor shall collect post assessment data from training participants in the form of a survey developed by DCYF.</i>	Jun 30, 2019