

## CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Public Health (CCPH)

CCPH SR2017-431

**DATE:** August 15, 2017

**REQUESTED ACTION:**

Board of County Councilor's to ratify authorization of Interlocal Agreement with Department of Early Learning for Home Visiting Services Account (HVSA) funding. These funds support Nurse-Family Partnership services provided to clients in Clark and Cowlitz Counties. Expected remuneration is \$426,103 per year, effective July 1, 2017.

Consent     Hearing     County Manager

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**BACKGROUND**

On April 25, 2017, with Staff Report CCPH 2017-317, the BOCC authorized Public Health to apply for this grant. However, the grant award was drafted as an Interlocal Agreement, and Mark Boldt signed the contract. Due to the nature of the contract type, BOCC approval is required, so we are therefore resubmitting for authorization. Original SR CCPH 2017-317 attached for reference.

Clark County Public Health Department's Nurse Family Partnership program relies on the Home Visiting Services Account (HVSA) to fund much of its operations. These grant funds have historically been received from Washington State Department of Early Learning (DEL) via THRIVE Washington. Beginning July 1, 2017, these grant funds will be received directly from DEL.

The HVSA was established by the Washington state legislature in 2010. Since its inception, the account has grown from serving 120 children through four grantees to serving 2,000 children through 36 grantees state-wide.

This grant will fund 2.0 existing Public Health Nurses who provide services in Cowlitz County and 0.36 FTE of the NFP nurses providing services in Clark County. Without this grant funding, services in Cowlitz County would cease, leaving 50 eligible clients (first time pregnant, low-income women/teens, and children up to age two), without current or future NFP services. NFP services for twelve Clark County families are dependent on this funding.

The Nurse-Family Partnership (NFP) program is an evidence-based, nurse home-visiting program serving low-income, first-time, high-risk mothers from early pregnancy through their child's second birthday.

The goals of NFP are to:

- Improve pregnancy outcomes by helping women engage in good preventive health practices that include ensuring thorough prenatal care from their healthcare providers, improving their diets, and reducing their use of cigarettes, alcohol and other substances
- Improve child health and development by helping parents provide responsible and competent care
- Help parents develop a vision for their future, continue their education, find work, and become economically self-sufficient

NFP delivers multi-generational outcomes that prevent substance abuse, address and prevent mental health issues in the mother and child and reduce the costs of long-term social service programs. Research by the RAND Corporation estimates NFP returns up to \$5.70 for each \$1 spent on the program.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

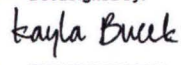
YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

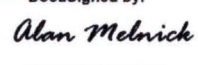
**BUDGET DETAILS**

Local Fund Dollar Amount	0
Grant Fund Dollar Amount	852,206
Account	1025, Public Health
Company Name	Department of Early Learning


**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

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 Kayla Bucek, Financial Analyst  
 Public Health

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 Alan Melnick, MD, MPH, CPH  
 Health Director/Health Officer

Primary Staff Contact: Pat Shaw, Program Manager Ext: 7336

APPROVED:   
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: 8-15-17

SR# 171-17



For Reference**CLARK COUNTY  
STAFF REPORT****DEPARTMENT:** Clark County Public Health (CCPH) CCPH SR2017-317**DATE:** April 13, 2017**REQUESTED ACTION:**

Board of County Councilor's approval to apply for Home Visiting Services Account (HVSA) grant funds through Department of Early Learning, and authorization for the Public Health Director to sign any resulting contracts or amendments. These grant funds support Nurse-Family Partnership services provided to clients in Clark and Cowlitz Counties. Expected remuneration is \$426,103 per year, effective July 1, 2017.

Consent       Hearing       County Manager

**BACKGROUND**

Clark County Public Health Department's Nurse Family Partnership program relies on the Home Visiting Services Account (HVSA) to fund much of its operations. These grant funds have historically been received from Washington State Department of Early Learning (DEL) via THRIVE Washington. Beginning July 1, 2017, these grant funds will be received directly from DEL.

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- Help parents develop a vision for their future, continue their education, find work, and become economically self-sufficient

NFP delivers multi-generational outcomes that prevent substance abuse, address and prevent mental health issues in the mother and child and reduce the costs of long-term social service programs.

Research by the RAND Corporation estimates NFP returns up to \$5.70 for each \$1 spent on the program.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

N/A

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
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**BUDGET DETAILS**

Local Fund Dollar Amount	0
Grant Fund Dollar Amount	852,206
Account	1025, Public Health
Company Name	Department of Early Learning

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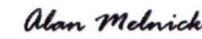


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Kayla Bucek, Accountant  
Financial Analyst/Public Health

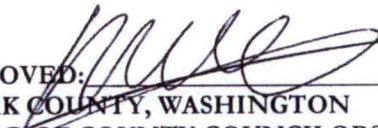
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Alan Melnick, MD, MPH, CPH  
Health Director/Health Officer

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: April 25, 2017

SR# 086-17



**INTERLOCAL AGREEMENT  
BETWEEN  
STATE OF WASHINGTON  
DEPARTMENT OF EARLY LEARNING  
AND  
CLARK COUNTY**

**THIS CONTRACT**, pursuant to Chapter 39.34 RCW, is made and entered into by and between the State of Washington, acting by and through the Department of Early Learning, a department of Washington State government (hereinafter referred to as "DEL") located at PO Box 40970, Olympia WA 98504-0970 and Clark County, a Municipal Subdivision, doing business as Clark County Public Health, (hereinafter referred to as "Contractor"), located at P O Box 9825, Vancouver WA 98661.

**IT IS THE PURPOSE OF THIS CONTRACT** to provide high quality home visiting services to high risk families using the Nurse Family Partnership (NFP) program model for purposes of improving outcomes for participants and strengthening coordination of services.

**THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:**

Provide voluntary, high-quality early learning opportunities for children and families in Washington

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. CONTRACT MANAGEMENT**

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.

1.2 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 within the United States Postal Service as first-class certified mail, postage prepaid, and return receipt requested, to the parties at the following addresses:

**CONTRACTOR BUSINESS ADDRESS**

Clark County  
P O Box 9825  
Vancouver WA 98661  
TIN: 91-6001299  
UBI: 065-009-679

**CONTRACTOR CONTRACT MANAGER**

Roxanne Wolfe  
roxanne.wolfe@clark.wa.gov  
Phone: (360) 397-8231

**DEL ADDRESS**

Department of Early Learning  
PO Box 40970  
Olympia WA 98504-0970

**DEL PROGRAM CONTRACT MANAGER**

Rene Toolson  
rene.toolson@del.wa.gov  
Phone: (360) 725-4398

1.3 Each party shall notify the other party in writing within ten days of any changes of the name and contact information regarding either party's designated Contract Manager.

1.4 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:

- Exhibit A - STATEMENT OF WORK
- Exhibit B - BUDGET
- Exhibit C - GENERAL TERMS AND CONDITIONS
- Exhibit D - Deliverables Schedule
- Attachment 1 - Certification of Data Disposition
- Attachment 2 - Statement Confidentiality and Nondisclosure
- Attachment 3 - Contract Monitoring, Compliance and Non-Compliance
- Attachment 4 - Data Collection Reporting Align Meas
- Attachment 5 - Continuous Quality Improvement
- Attachment 6 - Monthly Enrollment Data Report
- Attachment 7 - Quarterly Progress Report
- Attachment 8 - Federal Terms and Conditions of Award

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 parties agree that the Contractor shall perform the activities and obligations as set forth and described in Exhibit A, STATEMENT OF WORK, attached hereto and incorporated herein as though set forth in full. 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, STATEMENT OF WORK. The Contractor agrees to provide the services, 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 July 1, 2017 and be completed on or before July 31, 2018, unless terminated sooner as provided herein.

## **5. COMPENSATION**

The parties have determined that the cost of accomplishing the work herein shall not exceed \$430,103.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DEL Contract Manager for pre-approval by the DEL Director or the Director's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B, BUDGET, attached and incorporated herein as though set forth in full 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, DEL will have 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, STATEMENT OF WORK, and is contingent upon acceptance of relevant work products and approval of vouchers by DEL as described in this Contract.

## **6. BILLING PROCEDURE**

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

The Department of Early Learning  
Attn: Financial Office

P.O. Box 40970  
Olympia, WA 98504-0970

Or email a scan of an original, signed A-19 voucher directly to the DEL Financial Office at del.fiscal@del.wa.gov.

6.2 Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DEL 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. No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by the DEL.

6.3 Each voucher must clearly reference the DEL Contract Number and the Contractor's Statewide Payee Registration number assigned by the Department of Enterprise Services (DES).

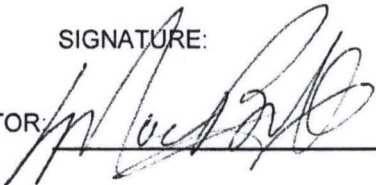
6.4 Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A, STATEMENT OF WORK under section titled "Voucher Verification".

6.5 For Statewide Payee Registration: DES 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, <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/statewideVendors.aspx>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.

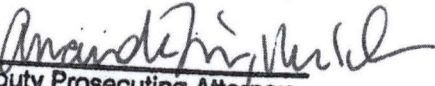
6.6 Upon the expiration of this Contract, any claim or payment not already made shall be submitted to DEL no later than forty-five (45) days following the expiration date of this Contract. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

## 7. SIGNATURES

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

	SIGNATURE:	PRINTED NAME AND TITLE:	DATE SIGNED:
CONTRACTOR:		<u>Mike Borkoff</u>	<u>7-27-17</u>
DEL:	_____	_____	_____
		DEL Contract Administrator	

Approved as to form only:

By:   
Deputy Prosecuting Attorney



## Exhibit A - STATEMENT OF WORK

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### 1. DEFINITIONS. The following terms shall have the meanings set forth below:

- 1.1. **At-Risk Community** means a community for which indicators of risk are present in greater proportion than in Washington as a whole.
- 1.2. **At-Risk Family** means families residing in at-risk communities and the population receiving home visiting services provided through this contract.
- 1.3. **Benchmarks** means the federally or state required performance measures that will be implemented through this contract.
- 1.4. **Continuous Quality Improvement (CQI)** means a systematic approach to specifying the processes and outcomes of a program or set of practices through regular data collection and the application of changes that may lead to improvements in outcomes, process, and performance.
- 1.5. **DEL** means the Department of Early Learning.
- 1.6. **Direct Identifiable Information** means data or records that include names; postal address information ( other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plate numbers; device identifiers and serial numbers; web universal resource locators ( URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.
- 1.7. **Deliverable** means the daily delivery of home visiting services and/or a tangible work product resulting from this contract which is to be documented, described, reported and/or provided to the Contract Manager in the form and manner requested by this contract.
- 1.8. **DOH** means the Department of Health.
- 1.9. **DSA** means Data Sharing Agreement.
- 1.10. **DSHS** means the Department of Social and Health Services.
- 1.11. **ELRC** means Early Learning Regional Coalitions.
- 1.12. **Enhancements or Adaptations to home visiting model** means adaptations to programs include changes to the model that have not been tested with rigorous impact research but are



determined by the Model Developer not to alter the core components related to program impacts.

- 1.13. **Enrollment** means a family is to be considered enrolled in a home visiting program as of the date of the first home visit during which the participant voluntarily consents to participate and signs a written participant agreement. All services must be voluntary. Active enrollment includes families who have received at least one home visit in the prior 90 day period.
- 1.14. **Evidence-based Home Visiting Models** means models having specific evidence standards and include Home visiting models approved by the federal Health Resources and Services Administration's (HRSA) MIECHV program and selected by local implementing agencies for implementation through the HVSA.
- 1.15. **FERPA** means "Family Educational Rights and Privacy Act" that protects the privacy of student education records, with regulations found at 34 CFR Part 99.
- 1.16. **HIPAA Rules** means "Health Insurance Portability and Accountability Act Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R., Part 160 and Part 164.
- 1.17. **HRSA** means the United States Department of Health and Human Services: Health Resources and Services Administration.
- 1.18. **HV** means home visiting.
- 1.19. **HVSA** means the Home Visiting Services Account established in RCW 43.215.130.
- 1.20. **Implementation HUB** means the central administration of Implementation Science-informed supports, training, coaching, and technical assistance for home visiting services in Washington State as provided by Thrive Washington. Can also be referred to as 'The HUB.'
- 1.21. **IS** means Implementation Science, a framework to promote the full and effective use of evidence-based programs and evidence-informed innovations so that outcomes shown in research are achieved and sustained.
- 1.22. **LIA** means local implementing agencies funded through the HVSA contracts that provide direct home visiting services and tasked with establishing the local infrastructure necessary for successful implementation and provision of the selected evidence-based HV research based or promising programs.
- 1.23. **Memorandum of Understanding (MOU)** means an agreement, between Contractor and partners, organizations, individuals, agencies and/or other entities in the local service area to provide wraparound services, additional resources, in-kind services, and/or use of facilities to Contractor in order to best meet the goals of the Local HVSA Program. MOUs will serve to leverage community resources and address the existing service gaps and needs of participants and promote successful implementation and operation of the Local HVSA Program.
- 1.24. **MIECHV Program** means the Maternal, Infant and Early Childhood Home Visiting Program authorized through the federal government via HRSA.
- 1.25. **Model Developer** means an entity or its designee responsible for the development of an identified evidence-based HV model for defining and monitoring fidelity to the model.

- 1.26. **NFP** means the Nurse-Family Partnership home visiting model. Nurse-Family Partnership (NFP), definition can be found at the Nurse Family Partnership National Service Office, [www.nursefamilypartnership.org](http://www.nursefamilypartnership.org).
- 1.27. **Potentially identifiable information** means information that includes indirect identifiers which may permit linking an individual to that person's health care information. Examples of potentially identifiable information include:
- 1.27.1. birth dates;
  - 1.27.2. admission, treatment or diagnosis dates;
  - 1.27.3. healthcare facility codes;
  - 1.27.4. other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.
- 1.28. **Reflective Supervision** –Reflective supervision is a distinctive form of competency-based professional development provided to multidisciplinary early childhood home visitors that emphasizes relationship development between home visitor and supervisor, between home visitor and parent, and between parent and infant/toddler. Reflective supervision attends to the emotional content of their work and how reactions to the content affect the work.
- 1.29. **Service Area** means the geographical area defined by geographic boundaries where the at-risk community is located and where at-risk families reside or a specific people group who will be served by Contractor.
- 1.30. **State Model Lead** means the HV program model representative that provides contractors with HV services, supports and TTA in coordination with the Implementation HUB.
- 1.31. **SOW** means statement of work.
- 1.32. **TANF** means Temporary Assistance for Needy Families administered by DSHS.
- 1.33. **Thrive Washington** means the private partner identified in RCW 43.215.130 the Washington Early Learning Fund doing business as Thrive Washington that is responsible for supporting the HVSA account by providing TTA through the Implementation Hub to LIAs.
- 1.34. **TTA** means Training and Technical Assistance and may include coaching and consultation activities.
- 1.35. **WorkFirst** means the program for TANF families who are required to participate in certain work-related activities.

## 2. Background

- 2.1. The Home Visiting Service Account (HVSA) is a legislatively mandated private- public partnership (RCW 43.215.130) that funds high quality home visiting programs so that:
- 2.1.1. Children are healthier and better prepared for school
  - 2.1.2. Parent-child bonds are stronger
  - 2.1.3. Abuse and neglect are less likely

- 2.2. The account prioritizes funding towards meeting the needs of Washington's diverse populations, particularly those families and communities demonstrating the highest needs.
- 2.3. Ultimately, the HVSA is working to ensure that home visiting services are embedded in and contribute towards comprehensive, high quality early childhood systems so that families have access to high quality information, services and supports prenatally through Kindergarten entry.
- 2.4. Programs funded through the HVSA administered by DEL aim to improve the health and well-being of at-risk families understanding there are windows of opportunity to influence family and child development that occur in the context of community and society. Contractor shall implement the HVSA-approved home visiting model with the intent of improving outcomes for participants and strengthening coordination of services.

### 3. Model Fidelity

- 3.1. The intent of this contract is for Contractor to maintain fidelity to the Nurse Family Partnership (NFP) program model. Model fidelity is defined as a program's adherence to specified criteria and components on an on-going basis as described by the NFP Model Developer. For home visiting programs that are not evidence based, the promising practices Contractor will work with a DEL-authorized provider of technical assistance to establish model fidelity indicators in the first quarter of this contract and adhere to these requirements throughout the term of this contract.
  - 3.1.1. National Model Standing: Contractor will ensure adherence to NFP program model standards for the duration of this contract, as indicated through a written letter with certification of good standing status and/or active, ready to implement status from the NFP National Service Office.
  - 3.1.2. Enhancements or adaptations to home visiting model: Adaptations or enhancements are not allowed with this contract unless with prior written approval by the model developer and DEL.

### 4. Staffing, Supervision and Training

- 4.1. Staffing Plan: Contractor agrees to maintain staffing sufficient to fulfill project goals and objectives through adherence to the staffing plan outlined as follows:

Staffing Plan by Position Type	a. HVSA-MIECHV Funded	b. HVSA-TANF Funded	c. HVSA-Other State Funded	e. HVSA Total
Home Visitor FTE Total	2.20		0.30	2.50
Supervisor FTE Total -- <i>supervision time</i>	0.30		0.04	0.34
Admin Support Staff FTE Total	0.24		0.04	0.28

- 4.2. Home Visiting Supervisor and Home Visitor Qualifications: Contractor agrees to minimally adhere to the NFP program model home visitor supervisor and staffing qualification requirements; if no model requirements exist, Contractor will work with the DEL-authorized provider of technical assistance to establish qualifications in the first quarter of this contract, specify them in the model fidelity letter referenced in Section 3.1.1, and adhere to these requirements throughout the term of this contract. For a definition of DEL-authorized technical assistance, see Section 11.
- 4.3. Sub-Contracting: With prior approval from DEL, Contractor may hire directly or subcontract with clinical staff, other support staff, or consultants to provide topic-specific expertise or

clinical support to home visiting staff. If Contractor hires clinical staff or contracts out for other support services, Contractor will be required to adhere to model requirements and provide periodic updates on the activities carried out by the clinical staff, consultant, and/or subcontract.

- 4.4. Background Checks: Due to the confidential nature of the client information that will be accessible to Contractor, Contractor shall conduct background checks on home visiting staff prior to performing work and maintain in employee files.
- 4.5. Supervision: Contractor agrees to adhere to NFP program model supervision requirements as follows:
  - 4.5.1. Supervision Ratios: Contractor agrees to meet or exceed the NFP program model requirements for the ratio of supervisors to home visitors; if no model requirements exist, Contractor will work with a DEL-authorized provider of technical assistance to establish qualifications in the first quarter of this contract and adhere to these requirements throughout the term of this contract.
  - 4.5.2. Supervision Schedule Hours: Contractor agrees to maintain or exceed the following supervision schedule:
    - 4.5.2.1. Two (2) hours per month of individual reflective supervision for each home visitor working .5 FTE or more; and
    - 4.5.2.2. One (1) hour per month of group supervision, case conferencing, or staff meetings for all home visitors;
    - 4.5.2.3. Adequate monthly one-on-one administrative and clinical supervision; DEL recommends a minimum of one (1) hour per month to each home visitor working 0.5 FTE;
    - 4.5.2.4. Contractor may come to mutual agreement with DEL for alternative supervision schedules, subject to written notification.
- 4.6. Staff Training and Ongoing Professional Development: Contractor will ensure that all home visitor and supervisor staff adhere to the training requirements established by the model developer and the HVSA. Upon request, Contractor will deliver documentation of the following:
  - 4.6.1. All newly hired home visitors, supervisors, and coordinators completion of required model training before working independently with HVSA enrolled families.
  - 4.6.2. All home visitors, supervisors and coordinators remain up-to-date in the professional development and continuing education required by the NFP model, and the HVSA—to include, but not limited to, data collection, Continuous Quality Improvement, the NEAR@Home Toolkit, and Facilitating Attuned Interactions (FAN).
- 4.7. HVSA Orientations and Meetings: Contractor agrees that, at a minimum, one lead staff person or the home visiting program manager will participate in all HVSA statewide meetings conducted in Washington State to include:
  - 4.7.1. The DEL HVSA Orientation Webinar to occur in the first quarter of the contract period on a date to be determined.
  - 4.7.2. At least two (2) full-day HVSA Semi-Annual Statewide Meetings held in Washington State in the greater Seattle/Tacoma area on dates to be determined;
  - 4.7.3. Up to three (3) NFP Supervisor Meetings in locations and on dates to be determined;

- 4.8. Staff Retention Practices: To assure continuity of high quality service delivery, Contractor will develop and implement policies and practices to recruit and retain qualified staff in the home visitor and supervisor positions.
- 4.9. Staffing Vacancy Plans: In the event of short- and long-term vacancies, Contractor agrees to establish and implement vacancy plans to fill vacant home visitor and supervisor positions to ensure continuity of home visiting services, minimal client turnover, and adequate supervision.

## 5. Service Area and Recruitment of Priority Populations

- 5.1. Service Area: Contractor agrees to deliver home visiting services to at risk families, as defined in Section 5.2. below, who reside in the following counties or sub-county areas:
  - 5.1.1. Contractor agrees to maintain a caseload of 50 families in Cowlitz County and 12 families in Clark County.
- 5.2. Priority Population: Contractor agrees to sustain internal practices to serve participants from among the HVSA Priority Populations. Priority Populations are defined as eligible participants with multiple of the following characteristics:
  - 5.2.1. Demographic Characteristics:
    - 5.2.1.1. American Indian/Alaskan Native Non-Hispanic
    - 5.2.1.2. Poverty/Low Income
    - 5.2.1.3. Teen Parents
    - 5.2.1.4. Non-English Speaking or Recent Immigrant
    - 5.2.1.5. Enrolled in WorkFirst/TANF
  - 5.2.2. Adverse Experiences
    - 5.2.2.1. Prior Child Welfare System Involvement
    - 5.2.2.2. Intimate Partner Violence
    - 5.2.2.3. Familial History or current experience with Substance Use, including Tobacco
    - 5.2.2.4. Parent Mental Illness
    - 5.2.2.5. Current and Previously Incarcerated Parents
    - 5.2.2.6. Homeless/Unstable Housing
  - 5.2.3. Other Characteristics
    - 5.2.3.1. Parents with Low Educational Attainment
    - 5.2.3.2. Parents with Disabilities
    - 5.2.3.3. Families currently or formerly in the Military
    - 5.2.3.4. Children with Disabilities, especially those not linked with early intervention services

- 5.3. In alignment with model fidelity, Contractor agrees to create and implement an outreach plan to reach families to be served from among the priority populations. Contractor agrees to document outreach efforts and referral sources for potential and enrolled participant including those who decline services; outreach and referral sources will be recorded in the NFP model data system, currently Efforts to Outcomes (ETO). Contractor agrees to analyze whether outreach efforts are successfully reaching target populations and communicate via quarterly reports when barriers occur reaching the target population. Any proposals to adapt the priority population would need to be supported by community data and approved by DEL.

## 6. Participant Enrollment, Retention, and Caseload Maintenance

- 6.1. Plan for Recruitment of Participants: Contractor agrees to establish and implement a comprehensive plan aligned with the NFP program model for participant recruitment, engagement, and retention to ensure ongoing enrollment of priority populations specified in section 5.
- 6.2. Voluntary Services: Through program policies and procedures, Contractor will assure that home visiting services are provided on a voluntary basis. For every participant enrolled, Contractor must document via a consent form or participant agreement that expectant parents, parents or caregivers agree to voluntarily enroll in home visiting services. Consent forms or participant agreements must explicitly state that home visiting services are voluntary, and the consent must be signed and dated by the participant upon enrollment. Consent forms must be maintained in the participant file in paper or electronic form. Consent forms should be written in plain language and be available in multiple languages. When potential participants have barriers with literacy, the consent should be explained in the participant's primary language, which may require interpretation. When interpretation is utilized, signatures should be obtained on the consent form from the interpreter, whenever possible. Sample consent form(s) for voluntary services and data sharing (9.4.2) are available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting).
- 6.3. Active Caseload Threshold: Contractor will build and maintain an active participant caseload in accordance with NFP model requirements. Throughout the duration of this contract, Contractor agrees to target an active Maximum Service Capacity of 50 families from Cowlitz County and 12 families from Clark County, and maintain a minimum Active Enrollment Caseload of 85% of those families, or 52 families.
  - 6.3.1. Maximum Service Capacity is defined as the highest number of families or households that could potentially be enrolled at any point in time if the program were operating with a full staff, as described in Section 4.1.
  - 6.3.2. Active Enrollment Caseload is defined as including those enrolled with some enrollment time during the report period and have completed a home visit within 90 days of the end of the report period. Client may have entered or exited services within that report period.
  - 6.3.3. Contractor's Minimum Active Enrollment Caseload will be calculated each quarter using the number of families actively enrolled during the quarter divided by the total number of Maximum Service Capacity.
  - 6.3.4. If Contractor's Active Enrollment Caseload falls below 85% of the Maximum Service Capacity DEL will initiate the improvement process outlined in Attachment 3.
- 6.4. Policies and Procedures for Participant Enrollment, Disenrollment, Re-Enrollment, and Transfer: Contractor agrees to develop and maintain written policies and procedures in alignment with model fidelity for the following:
  - 6.4.1. Enrollment and Disenrollment: Describing timeline and process for dis-enrolling families upon graduation as well as what measures are taken and the timeline when contact with a family is lost. If a model allows an alternative visit schedule, Contractor must have

documented procedures for how alternative visit schedules are determined and approved.

- 6.4.2. Re-enrollment: Describing the process for responding to families who reapply for program participation to allow for re-enrollment in the program. Procedures should include an assessment of prior program participation, and upon re-enrolling, programs will have a system for determining if/how re-enrollment impacts timelines for program curriculum, assessment, and services as well as how families are re-oriented to program. Programs should allow for re-enrolling families when eligible by model and when appropriate.
- 6.4.3. Avoiding Dual Enrollment: Describing the processes to assess prior and current participation in home visiting services of families upon application for enrollment. If a family is currently enrolled in an another HVSA funded program or model, in dialogue with the family, Contractor's staff will determine which program is most appropriate to meet the families circumstances and the family will remain in the previous program or seamlessly be transitioned into the new program. In general, if the family is meeting participation expectations in the original enrollment, enrollment should be maintained in the original program. When there is a clinical need or planned service transition for dual enrollment, Contractor will document this need in the client file and the plan for coordination of services. Contractor will develop and implement policies and procedures to seamlessly transfer enrolled families to alternate home visiting models if it best meets the interests and needs of the family and considers risks to disrupting an existing positive relationship between home visitor and family. When there are multiple HVSA funded contracted programs or models in the same service area, it is recommended that the Contractor develop a formal agreement with each program, such as a Memoranda of Understanding, to describe how the organizations will coordinate recruitment and enrollment of home visiting services.

## **7. Home Visits Frequency and Content**

- 7.1. Frequency of Home Visits: Contractor agrees to deliver the number of home visits to families based on the NFP program model requirements. If there are no model requirements, Contractor will develop a definition of frequency with Thrive Washington and describe this in the model fidelity letter cited in Section 3.1.
  - 7.1.1. As outlined in Attachment 4 Contractor agrees to work towards adhering to model expected dosage and administer at a minimum an average of 65% or higher of expected home visits per month for enrolled families,
- 7.2. Assessments, Service Content, and Referrals: Contractor will administer individualized assessments of participant families, and services will be provided in accordance with those individual assessments, families' strengths and needs, and ensuring compliance with the NFP model requirements.
  - 7.2.1. Screenings: Contractor agrees to administer screenings with the frequency in fidelity to the NFP program model requirements and MIECHV performance measures.
  - 7.2.2. Referrals: Contractor agrees to refer participants to services needed as identified by individual assessments and to document referrals and results of referrals in participant's file.

## **8. Systems Connections**

- 8.1. Local Engagement and Collective Impact: Contractor agrees to participate in local and regional early learning coalitions and other initiatives to support, coordinate and build connections among local early childhood partners, early intervention, Early Supports for Infants and Toddlers, child welfare, economic support services, and the Community Wellness

and Prevention Initiative. DEL recommends Contractor develop Memoranda of Understanding with the Early Supports for Infants and Toddlers (ESIT), early intervention service providers, Early Childhood Education and Assistance Program, child welfare services, other non-HVSA home visiting programs and early learning providers within the service area to describe the role of each partner in service coordination, referrals, information sharing, and family transitions.

## 9. Data Collection and Evaluation Requirements

- 9.1. **Evaluation Purpose and Overview:** The HVSA data collection and evaluation are designed to tell the story of home visiting in Washington State, understand how home visiting is working, and how it contributes to an early learning system that ensures all children start life with a solid foundation for success. The HVSA also accounts to federal, state, and private funders for the impacts of these investments.

While DEL is the administrator of the HVSA, DEL contracts with the Department of Health to lead data collection, management, data sharing, quality assurance, reporting and supports for continuous quality improvement and overall HVSA evaluation efforts. DOH is the DEL-specified contractor for data management and reporting.

- 9.2. **Data Collection:** Contractor will ensure data collection that meets model requirements and the HVSA, as outlined in Attachment 4, for all families, adults and children enrolled in home visiting services, which include the measures summarized below and defined in Attachment 4:

9.2.1. **Performance Measures:**

9.2.1.1. System and Program Performance Indicators;

9.2.1.2. Enrollment and Service Utilization;

9.2.1.3. Demographic Information; and

9.2.1.4. Performance Payment Awards Performance Payment Measures.

- 9.2.2. For all families being served by home visitors whose personnel expenses are at 0.25 FTE or greater with MIECHV funding, Contractor must collect all required MIECHV demographics, services utilization and performance measures for their entire caseload; for example, home visitors funded at 0.25 FTE MIECHV and 0.75 FTE TANF (or the reverse) must adhere to the MIECHV performance measures and data collection requirements for all families on their caseload.

- 9.3. **Data Management:** Contractor agrees that data will be collected and entered in NFP data system accurately, timely and stored with appropriate safeguards to ensure protection of client information according to the following standards:

9.3.1. **Data Accuracy:** Data should accurately represent the experience of the client; required screenings and assessments should be administered as designed. This includes assigning all clients a funding code as designated by DOH (see Section 9.4 for data share requirements).

9.3.2. **Timely Data Collection:** Data will be collected adhering to the Performance Measures requirements outlined in Attachment 4 and entered into NFP data system within five business days of data collection.

9.3.3. **Data Security:** Electronic and paper data should be maintained in secure locations and available only to those with a business need for the data; Contractor must maintain procedures that do not place individuals at risk of harm and comply with applicable confidentiality provisions, such as HIPAA and FERPA.



- 9.4. Data Sharing: Contractor agrees to share data necessary to meet data collection requirements specified in section 9.2 with DEL's contractor of record, DOH.
- 9.4.1. Data Sharing Agreement (DSA): Contractor agrees to execute a data sharing agreement with DOH to share direct identifiable demographic information, enrollment, service utilization, program performance and staffing data on or before July 30, 2017. Additionally, Contractor will provide documentation of execution of data sharing with DOH to the NFP National Service Office by July 30, 2017.
- 9.4.2. Parental Consent: With consultation and support from DEL and DOH, Contractor will make every effort to seek Parental Consent to share direct identifiable data with DOH during the contract period; Contractor agrees to seek this consent from all currently enrolled families within the first six (6) weeks of the contract period and from all newly enrolled families within the first three home visits. Sample consent form(s) for voluntary services (Section 6.2) and data sharing (Section 9.4) are available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting).
- 9.4.2.1. Parental Consents for voluntary services and data sharing may be combined.
- 9.4.2.2. Families who do not provide consent to share identifiable data remain eligible to receive home visiting services.
- 9.4.2.3. For those participants who do not consent to share identifiable data, Contractor agrees to deliver to DOH a list of client IDs and required de-identified data.
- 9.5. Quality Assurance: the Contractor will make every effort to assure that data provided to DOH is complete and accurate. The Contractor will use DOH reports of Contractor's data completion to make corrections to data.
- 9.5.1. Contractor will respond to any requests from DOH to resolve any errors or missing data needed for performance measures within 15 business days.
- 9.5.2. Contractor will strive for less than five percent missing data of all data required in Section 9.2.
- 9.5.3. Contractor agrees to review data reports prepared by DOH to facilitate reflection and quality assurance and improvement efforts.
- 9.6. Evaluation: Contractor is required to participate in and cooperate with HVSA, DEL and DEL-specified evaluations. This will include responding to emerging and non-routine data and evaluation requests from funders of the HVSA and working with DEL specified contractors. Evaluation activities include but are not limited to interviews, focus groups, observations and surveys and may involve:
- 9.6.1. The Home Visiting Workforce Study and its evaluation required by the MIECHV Innovation Grant, which focuses on recruiting and retaining a high quality home visiting workforce and includes working with DEL specified contractors, including but not limited to Portland State University and other vendors.
- 9.6.2. Completing all documentation required by the research projects within the timeframes provided; DEL will provide advanced notice to Contractor of additional requirements whenever possible.
- 9.7. Training and Technical Assistance on Data Collection and Evaluation: Contractor agrees to participate in and cooperate with training and technical assistance related to the topics listed below. Participation may include in-person and remote meetings, staff training, technical assistance opportunities, and reviews of data, reports and organizational policies/procedures. DOH is available to support Contractor in working towards and achieving contract milestones on numerous topics including, but not limited to the following:

- 9.7.1. Data sharing
- 9.7.2. Data collection
- 9.7.3. Reporting process
- 9.7.4. Analysis and interpretation of data
- 9.7.5. CQI planning and processes
- 9.7.6. Quality assurance

## 10. Continuous Quality Improvement (CQI)

- 10.1. **Purpose:** The purpose of Continuous Quality Improvement (CQI) is to improve outcomes for families engaged in home visiting services. CQI activities will be designed around home visiting teams' practices, utilize program data, and improve the program's quality and outcomes over time. CQI is prospective and inherently testing new strategies that may not always result in improved services. Building CQI into regular practice may require Contractor to assess overall organizational culture for quality, and DEL recognizes this may be new to Contractor; therefore, DEL will not monitor Contractor for CQI outcomes but rather for progress on implementing the CQI Team and Plan as outlined in this Statement of Work.
- 10.2. **Training and Technical Assistance:** Contractor agrees to participate in ongoing training and technical assistance associated with CQI including quarterly phone calls lasting at least one hour and topic specific group bi-monthly calls lasting at least one hour. DEL-specified contractors providing this training and technical assistance include Thrive and DOH who will also support Contractor on development measures, quarterly data reports for the selected CQI measures, and CQI Toolkit for use in implementing the CQI Projects.
- 10.3. **CQI Projects:** Contractor agrees to develop and implement at least two (2) CQI Projects during this contract term. The CQI Project periods are July 1, 2017 through December 31, 2017 and January , 2018 through June 30, 2018. Each CQI Project will include the following:
  - 10.3.1. **CQI Team**—establish an internal CQI staff team established by the Contractor to oversee, support, and implement CQI activities to assess program processes and outcomes; the CQI Team membership may change depending upon the focus of the CQI Project.
  - 10.3.2. **CQI Charter and Plan**—implement, at minimum, the project SMART Aim, CQI Team Members, and the initial project plan, as defined in Attachment 5 and available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting). CQI Charter and Project 1 Plan are due to DEL on or before August 25, 2017, and CQI Charter and Project 2 Plan are due to DEL on or before February 25, 2018.
  - 10.3.3. **Improvement Cycles**—implement at least two (2) Plan, Do, Study, Act (PDSA) cycles each project period.
  - 10.3.4. **CQI Topics**—utilize one of the following four topics for each CQI Project, unless otherwise approved by DEL:
    - 10.3.4.1. **Maternal Depression Screening**—completion of screening, referral and connection to appropriate services;
    - 10.3.4.2. **Intimate Partner Violence Screening**—completion of screening, referral and/or connection to services;

- 10.3.4.3. Family Engagement—increasing length of participation or frequency of completed visits;
- 10.3.4.4. Parent Child Interaction—completion of assessment of positive parenting behaviors using a validated Parent-Child Interaction tool;
- 10.3.4.5. Other Topic—to be approved by DEL.
- 10.3.5. Reporting and Deliverable—report on the CQI Project progress and results using the CQI Quarterly Report Templates described in Attachment 5 and available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting); submit the reports to DEL with the Quarterly Progress Reports and share with DOH and Thrive for review and feedback during the quarterly CQI calls.

## 11. Technical Assistance

- 11.1. Technical Assistance (TA) is available to Contractor to assist in maintaining model fidelity, implementing best practices, and assuring and improving quality of home visiting service delivery. DEL contracts with Thrive Washington (Thrive) to provide of technical assistance for the HVSA. The Contractor agrees to work with DEL's designated provider of technical assistance for support in achieving contract milestones including, but not limited to, the following areas:
  - 11.1.1. Program model fidelity
  - 11.1.2. Staff qualifications, and selection and onboarding of home visitors and supervisors
  - 11.1.3. Reflective supervision process
  - 11.1.4. Staff retention and vacancy planning
  - 11.1.5. Participant outreach and recruitment
  - 11.1.6. Model specific service delivery and case planning
  - 11.1.7. Leadership development and organizational support for home visiting model
  - 11.1.8. CQI planning, implementation and analysis
- 11.2. Technical Assistance Plan: Contractor agrees to collaborate with the DEL-specified contractor for technical assistance during the contract term to including development of a Technical Assistance Plan during quarter 1.
- 11.3. Technical Assistance and Coaching: Contractor agrees to participate at minimum in monthly one-hour Technical Assistance/Coaching calls and up to three (3) technical assistance site visits with the DEL-specified Technical Assistance provider.

## 12. Budget and Financial

- 12.1. Program-Funding Specific Budget: Contractor agrees that funds provided under this contract will be expended by June 30, 2018 as specifically itemized line by line in Exhibit B, and that transfers within expense categories of the budget in excess of 10% of the contract amount for each funding source (column) will not be made without prior written approval from DEL and may require a contract amendment.

- 12.2. Supplantation: Contractor shall ensure that HVSA funds received under this contract will be used to supplement and not supplant the amount of federal, state, and local funds otherwise expended for work performed under this Contract.
- 12.3. Travel: Contractor shall receive compensation only for lodging, per diem, and meal 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 may be accessed at: <http://www.ofm.wa.gov/resources/travel.asp>. When the lowest available lodging rate exceeds the current state travel reimbursement rates, an exception may be made and when pre-approved in writing by Contractor's fiscal authority, documented, and available for review. Travelers must be prudent when planning and conducting essential business travel, ensuring they select travel alternatives that are the most economical. Appropriate 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. Contractor's travel policy is subject to review during ongoing or in-depth fiscal monitoring.
- 12.4. Indirect Costs: Contractor may either claim the indirect rate negotiated with its cognizant federal agency (also known as the federally approved cost allocation plan) or an indirect rate that does not exceed 10% of modified total direct costs.
- 12.4.1. If claiming the federally negotiated rate, Contractor must supply the documentation verifying the federally approved rate. Contractor's indirect rate plan and procedure are subject to review during ongoing or in-depth fiscal monitoring.
- 12.4.2. Contractor's indirect cost plan must comply with the CFR part 200.56.57 and 200.414 Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. The CFR can be found at the following link: [http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200\\_156&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200_156&rgn=div8) and [http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200\\_1414&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=89e31f63d8c85ba9e4f7a6a7fd6fdea5&mc=true&node=se2.1.200_1414&rgn=div8)
- 12.5. Performance Payment Awards: During the term of this contract, Contractor will receive an additional \$500 per quarter for achievement of each of the following Performance Milestones described in 12.5.4 below within that quarter.
- 12.5.1. DEL will review data provided by Contractor and DOH to confirm achievement of both milestone with Contractor prior to issuance of any Performance Payment Award.
- 12.5.2. Contractor may receive up to a total of \$4,000 in Performance Payment Awards within the contract term as detailed in the Budget Exhibit B and distributed with reimbursements for invoices submitted for months 3, 6, 9, and 12.
- 12.5.3. Funds received for Performance Payment Awards must be used to advance the goals of the home visiting program in this contract.
- 12.5.4. Performance Milestone- Quarterly Enrollment: \$500 per quarter, up to a total of \$2,000 during the contract term, will be provided as a Performance Payment Award upon the fulfillment of the following performance measure
- 12.5.4.1. Contractor maintains an average Active Enrollment Caseload of 90% or higher, of their Maximum Service Capacity during the quarter, as measured by the number of families actively enrolled on the 15th of Month 1, Month 2 and Month 3 of the quarter divided by the Maximum Service Capacity (total number of possible families), or 55.8 families.
- 12.5.5. Performance Milestone: Home Visiting Dosage: \$500 per quarter, up to a total of \$2,000 during the contract term, will be provided as a Performance Payment Award upon the fulfillment of the following performance measure:

- 12.5.5.1. Contractor maintains NFP dosage requirements for home visits for 70% of all clients as measured by the proportion of enrolled clients that met the model defined dosage expectation during the time the client was enrolled during report period. See Attachment 4 for model defined dosage expectation.

12.6. Financial Reporting and Documentation:

- 12.6.1. Contractor agrees to submit, at least monthly and not more often than semi-monthly, a properly completed A-19 Voucher accompanied by the following documentation of the actual expenses incurred during that period, as described below:
  - 12.6.1.1. Monthly or Semi-monthly Expense Summary by fund source (e.g. MIECHV and State) as produced by Contractor's accounting system and clearly detailing expenses incurred for each Pay Point in that period's A-19 Voucher;
  - 12.6.1.2. Contractor's Monthly or Semi-monthly Payroll Summary by fund source (e.g. MIECHV and State) describing reimbursed hours for each staff person paid under the contract for that period; and
  - 12.6.1.3. Documentation supporting all single expenses exceeding \$5,000 by fund source (e.g. MIECHV and State).
- 12.6.2. Payment is based upon approval of financial expenditures using the billing submission procedure outlined in this contract, with the total payment not to exceed what is set forth in Exhibit B Budget.
- 12.6.3. In-Depth Financial Review: DEL will conduct an in-depth financial review annually of Contractor's expenditures charged to the contract. In preparation for the Annual Site Visit, Contractor agrees to provide, upon request, the financial documents listed below. Based upon this review, if questions arise, DEL may request additional data and documentation.
  - 12.6.3.1. Contractor's most recent Annual Financial Audit/A-133 Audit;
  - 12.6.3.2. Contractor's most recently submitted IRS Form 990;
  - 12.6.3.3. At least one month, with the month specified by DEL, General Ledger detail for Substantiation Testing;
  - 12.6.3.4. Detailed financial documentation including specified payroll/timesheets, travel, and major expense documentation upon request;
  - 12.6.3.5. Other financial documentation and information, to be determined.

### 13. Publicity, Publication and Acknowledgements

- 13.1. DEL may include information on this Contract in their periodic public reports and may make information about this Contract public at any time in their web pages and as part of press releases, public reports, speeches, newsletters, and other public documents related to the Contract or the HVSA. DEL is obligated to Washington State public disclosure law (RCW 42.56) and to comply with regulations set forth in HIPAA and FERPA.
  - 13.1.1. If Contractor wishes to issue a press release or public report announcing this contract, or otherwise use DEL's name or logo for purposes related to this Contract, Contractor agrees to contact the DEL Contract Manager, identified on page 1 of this Contract at least five (5) business days before the desired announcement or publication date to obtain advanced approval.

- 13.1.2. Contractor also agrees to include the name and logo of DEL and that the project is funded through the State of Washington, Washington Department of Early Learning Home Visiting Services Account in such media related to the project.
- 13.1.3. Contractor agrees to include that the project is funded through the US Department of Health and Human Services, Health Services and Resources Administration grant # X10MC29510 in such media related to the Contract.

#### **14. Contract Reporting, Monitoring, and Deliverables**

- 14.1. The most current version of the following implementation elements and contractor requirements are further detailed in the HVSA Implementation Policies and Procedures Manual online at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting). DEL will advise Contractor when updates to this manual are made at least 10 (ten) business days prior to their taking effect. Any mention of quarters one through four referenced in this document are defined as:
  - 14.1.1. Quarter 1 – July 1, 2017 to September 30, 2017
  - 14.1.2. Quarter 2 – October 1, 2017 to December 31, 2017
  - 14.1.3. Quarter 3 – January 1, 2018 to March 31, 2018
  - 14.1.4. Quarter 4 – April 1, 2018 to June 30, 2018
- 14.2. Reporting: Contractor agrees to submit program and expense reports, as well as perform all other requirements outlined in this Statement of Work, on or before the dates indicated in Exhibit D. Due dates may be adjusted at the discretion and approval of the DEL Contract Manager to accommodate the variable reporting structures associated with federal funding requirements. DEL reserves the right to aggregate, disaggregate, analyze, reproduce, and/or disseminate the data provided in Program Reports, Financial Activity Reports, or any other reports submitted to DEL with respect to the Contract.
  - 14.2.1. While this contract funding ends June 30, 2018, deliverables describing services rendered in the months of the contract term will be due no later than July 31, 2018 and will be submitted at no additional cost to DEL.
- 14.3. Monitoring: As described in Attachment 3, throughout the term of this contract, DEL will monitor compliance with contract requirements, model standing, progress toward completion of deliverables, enrollment performance, and financial activity through review of submitted reports, monthly phone calls, and meetings with Contractor.
  - 14.3.1. Contractor agrees to participate in at least one monitoring site visit on a mutually agreed upon date.
  - 14.3.2. If DEL (a) encounters non-compliance with the terms outlined in this contract on the part of Contractor, or (b) is not satisfied, in its sole discretion, with the quality of Contractor's work, DEL will follow to make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through Implementation Improvement processes, as outlined in Attachment 3.
- 14.4. Summary Deliverables and Timelines
  - 14.4.1. Monthly Reports: Contractor will submit Monthly Enrollment Data Reports no later than the 25<sup>th</sup> day following the month of service outlined in Attachment 6 and available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting).

- 14.4.2. At least monthly A-19 Invoice, accompanied by financial documentation detailed in Section 12.
- 14.4.3. Quarterly Reports: Contractor will submit four (4) Quarterly Progress Reports no later than 30 days following the end of each quarter outlined in Attachment 7 and available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting).
- 14.4.4. Annual Pre-Contract Questionnaire. Contractor agrees to complete and submit the HVSA Pre-Contract Questionnaire with the Q3 Report, detailing organizational summary, a program implementation plan and a budget for the subsequent contract year. The Pre-Contract Questionnaire Template will be available at [www.del.wa.gov/homevisiting](http://www.del.wa.gov/homevisiting).
- 14.4.5. Table of Deliverables and Timelines. Exhibit D outlines the reporting timeline and deliverables presented in this statement of work according to their timeline. Some deliverables associated with this contract, including the HVSA Semi-Annual Statewide Meetings and Supervisor Meetings are not included in this table as the dates of these events will be determined after contract execution.

**Exhibit B - BUDGET**

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

**State Fiscal Year 2018 (July 1 2017 - June 30 2018):**

Payment Point	Budget	Limit	Note
1. MIECHV- Personnel	\$275,091.00		
2. STATE- Personnel	\$40,479.00		
3. MIECHV- Goods and Services	\$3,500.00		
4. STATE- Goods and Services	\$0.00		
5. MIECHV- Travel	\$7,200.00		
6. STATE- Travel	\$329.00		
7. MIECHV- Contracted/ Professional Services	\$7,600.00		
8. STATE- Contracted/ Professional Services	\$0.00		
9. MIECHV- Administrative/ Indirect Charges	\$80,682.00		
10. STATE- Administrative/ Indirect Charges	\$11,222.00		
11. MIECHV- Performance Pay	\$3,511.57		
12. STATE- Performance Pay	\$488.43		

**Total:** \$430,103.00

**Contract Maximum:** \$430,103.00

**Contract Funding Source(s)**

Federal Funds	\$377,584.57
State Funds	\$52,518.43

**FEDERAL FUNDING**

A portion or all of the funds for this project are provided through the federal funding source(s) listed below. For the purposes of this Contract, DEL is the pass through entity and Contractor is the Subrecipient. These federal



funds are considered sub-awards.

Contractor Data Universal Number System (DUNS) #: 030783757

DEL federal award contact: hannah.le@del.wa.gov

Federal Funding Source(s):

**Federal Agency:** Health and Human Services

**Catalog of Federal Domestic Assistance (CFDA) #:** 93.870

**Federal Award Identification Number:** 16X10MC29510

**Federal Award Date:** 04/01/2016

**Federal Award Project Description:** Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program

**Amount passed through to contract 18-1046:** \$377,584.57

**Contractor Indirect Cost Rate:** 27.50% of Federally approved rate

This funding is not for Research and Development

#### **FEDERAL FUNDING REQUIREMENTS (moved from T&C section 19)**

If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 1 (Federal Certifications and Assurances).

**Covenant Against Contingent Fees.** If this Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**Single Audit Requirements.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to DEL's Contract Manager the data collection form and reporting package specified in OMB Circular A-133, and any reports required by the program-specific audit guide (if applicable). The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DEL and auditors access to Contractor's records and financial statements as necessary for DEL to meet federal requirements.

DEL may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DEL reserves the right to suspend any DEL agreements with the contractor if such noncompliance is not promptly cured.

## **Exhibit C - GENERAL TERMS AND CONDITIONS**

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### **1. AMENDMENTS**

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.

### **2. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred, delegated, or assigned by the Contractor without prior written consent of DEL.

### **3. ATTORNEY'S 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.

### **4. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY**

If federal funds are the basis for this Agreement, the Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

### **5. CHOICE OF LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought under this Contract shall be in the Superior Court for Thurston County.

### **6. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS**

#### **6.1. 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).

#### **6.2. 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.

### **6.3. Civil Rights Laws**

6.3.1. 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).

6.3.2. 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 the DEL. 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.

### **6.4. Conflict of Interest**

6.4.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the DEL may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the DEL 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.

6.4.2. In the event this Contract is terminated as provided above, the DEL 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 the DEL 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 the DEL makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

### **6.5. 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. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION**

### **7.1. Scope of Protection**

This Section (Section 7) applies to data, information, or materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by the DEL, the Contractor, or subcontractors. Such data, information, and materials shall include but is not limited to all confidential information.

### **7.2. Use of Confidential Information**

7.2.1. For data and confidential information collected, used, or acquired in connection with this Contract the parties shall comply with the following:

- 7.2.1.1. All federal and state laws and regulations, as currently enacted or revised, regarding data and confidential information protection, security; and
- 7.2.1.2. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of data and confidential information.

7.2.2. The DEL does not warrant or guarantee the accuracy of the 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.

### **7.3. Confidentiality Protection**

7.3.1. To safeguard the confidentiality of all confidential information and in addition to the requirements contained in this Section (Section 7) the Contractor must:

- 7.3.1.1. Ensure that the Contractor, the Contractor's staff, subcontractors, and the subcontractors' staff use confidential information solely for the purposes of accomplishing the services set forth in this Contract.
- 7.3.1.2. Limit access to confidential information to the Contractor's staff and subcontractors' staff requiring access for performance of their assigned duties.

- 7.3.2. Require all Contractor's staff and subcontractors' staff with access to confidential information to sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 2 Statement of Confidentiality and Non-Disclosure agreement.
- 7.3.3. Require the Contractor will maintain records of the statement of confidentiality and non-disclosure agreements with signatures from all applicable staff. These records will be made available to DEL upon request.
- 7.3.4. Notify its staff person(s) and ensure its subcontractors notify the subcontractors' staff person(s) of the requirements of Section 6.1 (Assurances), and this Section (Section 7).
- 7.3.5. Ensure that personal 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.
- 7.3.6. Ensure that confidential information is protected from loss and from unauthorized physical or electronic access.
- 7.3.7. Destroy all confidential information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the confidential information is no longer used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section 26 (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 confidential information, confidential information required to be destroyed under this section must be destroyed as follows:
- 7.3.7.1. For paper documents containing data, but not 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.
- 7.3.7.2. For paper documents containing Confidential Information requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
- 7.3.7.3. If 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.
- 7.3.7.4. If data or confidential information has been stored on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating or crosscut shredding.
- 7.3.7.5. If data or confidential information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
- 7.3.7.6. If data or confidential information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
- 7.3.8. Within fifteen calendar days after the completion of the requirements contained in Section 7.3.6 the Contractor shall complete and deliver to the DEL a signed Certification of Data Disposition (Attachment 1).
- 7.3.9. Paper records must be 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.
- 7.3.10. Shall immediately notify the DEL after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure. 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 the DEL for any

damages related to a breach of security by their officers, directors, employees, subcontractors or agents.

#### **7.4. Confidentiality Breach**

In the event of a breach by the Contractor of this Section (Section 7 and in addition to all other rights and remedies available to the DEL, the DEL may elect to do any of the following:

7.4.1. Terminate the Contract;

7.4.2. Require that the Contractor return all confidential information to the DEL that was previously provided to the Contractor by the DEL;

7.4.3. Require that the Contractor destroy all confidential information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

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

#### **7.5. Public Disclosure**

7.5.1. 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.

7.5.2. 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 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.

#### **7.6. Access to Data**

7.6.1. In compliance with RCW 39.26.180, the Contractor shall provide access to data generated under this Contract to DEL, 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.

#### **7.7. Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

7.7.1. "Confidential Information" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.

7.7.2. "Converted Data" means the data which has been successfully converted by the Contractor for processing by the DEL's computer system.

7.7.3. "Data" means the DEL's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.

7.7.4. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

#### **7.8. 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.

#### **7.9. 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 or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

**7.10. Registration with Department of Revenue and Payment of Taxes**

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business & Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

**8. CONTINUED PERFORMANCE**

If the DEL, 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, the DEL 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 business days) may, at the DEL'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.

**9. COPYRIGHT**

9.1 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 the DEL. The DEL 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, the Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the DEL effective from the moment of creation of such Materials.

9.2 "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.

**10. DISALLOWED COSTS**

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

**11. DISPUTES**

In the event that a dispute arises under this Contract, it shall be determined by a Dispute Board in the following manner: Each party to this Contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Contract terms, applicable statutes and rules, and make a determination of the dispute. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The Dispute Board shall precede any action in judicial or quasi-judicial tribunal. The cost of resolution will be borne as allocated by the Dispute Board.

**12. DUPLICATE PAYMENT**

DEL 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.

**13. ENTIRE CONTRACT**

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof or to bind any of the parties to this Contract.

**14. 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.

## 15. FEDERAL FUNDING REQUIREMENTS

- 15.1. **Covenant Against Contingent Fees.** If this Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
- 15.2. **Single Audit Requirements.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations C.F.R. §200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. §200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. §200 and any successor or replacement Circular or regulation.
- 15.3. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to DEL's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. §200, and any reports required by the program-specific audit guide (if applicable).
- 15.4. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
- 15.4.1. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
- 15.4.2. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
- 15.5. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
- 15.6. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.

## 16. FUNDING CONTINGENCY

- 16.1. 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, the DEL may:
- 16.1.1. 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;
  - 16.1.2. Renegotiate the terms of the Contract under the new funding limitations and conditions;
  - 16.1.3. After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
  - 16.1.4. Pursue such other alternatives as the parties mutually agree to in writing.

## 17. 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.

## 18. INDEMNIFICATION

- 18.1. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- 18.2. The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform under the Contract. The Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.
- 18.3. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## 19. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party

## 20. INSURANCE

### 20.1 Insurance Required

If the Contractor is currently covered under an insurance risk pool. Sections 20.5, 20.6, and 20.7 shall only apply if the Contractor terminates coverage under the insurance risk pool and obtains a different form of insurance consistent with this section (Section 20). The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect DEL 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.

### 20.2 Eligible Insurance Companies

The insurance required by this Contract shall be issued by an insurance company/ies authorized to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the DEL Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted

### 20.3 Cancellation



The Contractor shall instruct the insurers to give DEL thirty (30) calendar days advance written notice of any insurance cancellation or non-renewal.

#### **20.4 Certificate of Insurance**

The Contractor shall submit to the DEL within fifteen (15) calendar days of the Contract effective date, a certificate of insurance that outlines the coverage and limits defined in the Insurance section, herein. The Contractor shall submit renewal certificates as appropriate during the term of the Contract.

#### **20.5 Subcontractors**

Subject to Section 20.1, the Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.

#### **20.6 Additional Insured**

Subject to Section 20.1, the State of Washington, DEL, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies.

#### **20.7 Primary Insurance**

Subject to Section 20.1, all insurance provided in compliance with this Contract shall be primary to any other valid and collectable insurance or self-insurance programs afforded to or maintained by the State of Washington.

#### **20.8 Insurance Coverage Limits**

By requiring insurance herein, DEL does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit the Contractor's liability under the indemnities and reimbursements granted to DEL in this Contract.

20.9 The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

20.9.1 Commercial General Liability Insurance Policy. The Contractor shall maintain Commercial General Liability ("CGL") Insurance, including contractual liability, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL Insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit.

20.9.2 Automobile Liability Policy. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

20.9.3 Professional Liability Policy. If services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services, then professional liability insurance shall be required. Such coverage shall cover injury or loss resulting from the Contractor's rendering of or failing to render professional services and shall be no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, the Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or per person limit. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Contract. The Contractor is required to buy professional liability insurance for a period of 24 months after completion of this Contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

20.9.4 Industrial Insurance Policy. The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage to statutory limits or fails to pay premiums or penalties on behalf of its employees as may be required by law, DEL may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DEL 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 right to collect from the Contractor.

20.9.5 Employers Liability ("Stop Gap") Insurance. The Contractor shall buy employers liability insurance with limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury caused by disease.

## **21. MONITORING**

21.1. DEL 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 DEL, personnel authorized by DEL, 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.

21.2. Monitoring activities may include, but are not limited to:

21.2.1. Review of deliverables listed in Exhibit A Statement of Work.

21.2.2. Intensive on-site program reviews to monitor Contract compliance, scheduled in advance with the Contractor.

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

21.2.4. Review of the Contractor's compliance with Section 11 Confidentiality of Personal Information.

## **22. 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.

## **23. ORDER OF PRECEDENCE**

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

23.1.1. Applicable Federal statutes, regulations, and policies;

23.1.2. Applicable State of Washington statutes and regulations;

23.1.3. Terms and Conditions as contained in this basic Contract instrument but not contained in exhibit A, exhibit B, or exhibit C of this Contract;

23.1.4. Exhibit C: General Terms And Conditions;

23.1.5. Exhibit B: Budget;

23.1.6. Exhibit A: Statement of Work; and

23.1.7. Any other exhibit or attachment, provision, term or material incorporated herein by reference or otherwise.

## **24. PUBLICITY**

24.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DEL and shall not be so construed by Contractor in any advertising or publicity materials.

24.2. All publications funded, in whole or in part, under this Contract will use the DEL logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" the DEL. The full-color or black-and-white DEL logo, provided by the DEL Contract Manager, shall appear in its entirety, without modification.

## **25. RECAPTURE**

25.1. 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, the DEL 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.

- 25.2. Such right of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEL is required to institute legal proceedings to enforce the recapture provision, the DEL shall be entitled to its costs thereof.

## **26. RECORDS MAINTENANCE**

- 26.1 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 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 the DEL, personnel duly authorized by the DEL, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

- 26.2 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.

## **27. 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.

## **28. 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.

## **29. SITE SECURITY**

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

## **30. SUBCONTRACTING**

- 30.1. As used throughout this Contract, the following terms shall have the meanings set forth below:
- 30.1.1. "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.
- 30.1.2. "Staff" or "staff person" means the Contractor's subcontractors, directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "staff" or "staff person" also means the subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the subcontractor and Contractor.
- 30.2. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of DEL. All subcontracts must be in writing and in effect before Subcontractor services begin. "Subcontractor" shall mean one who is not employed by the Contractor, but who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractors in any tier. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to DEL for any breach in the performance of the Contractor's duties.

The Contractor is responsible to DEL for the performance and monitoring of the Subcontractor to ensure compliance with the terms, conditions, assurances, and certifications of this Contract. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this Contract.

- 30.3. Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Contract are carried forward to any subcontracts.

### **31. TERMINATION FOR CAUSE**

- 31.1. In the event DEL determines the Contractor is in default, DEL has the right to immediately suspend or terminate this Contract. Before suspending or terminating the Contract, the DEL may, in DEL's sole discretion, elect to notify the Contractor in writing of the need to take corrective action and offer the Contractor the opportunity to take corrective action before the Contract is suspended or terminated.
- 31.2. In the event of termination or suspension, 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). DEL may also declare the Contractor ineligible for further contracts with DEL.
- 31.3. DEL 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 any alleged breach, or during any pending corrective action by the Contractor or pending a decision by DEL to terminate the Contract.
- 31.4. If it is later determined that: (1) the Contractor was not in default, or (2) Contractor's failure to perform was outside the Contractor's control, fault, or negligence, the termination shall be considered a Termination for Convenience.
- 31.5. The rights and remedies of DEL provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

### **32. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, DEL may terminate this Contract, in whole or in part, by giving the Contractor ten (10) calendar days written notice. Termination becomes effective thirty (30) calendar days from the second day after mailing the notice. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

### **33. TERMINATION PROCEDURE**

- 33.1. Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section 34, the "Treatment of Assets" clause, shall apply in such property transfer.
- 33.2. DEL shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the Contractor and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case DEL shall determine the extent of the liability of DEL.
- 33.3. DEL may withhold from any amounts due the Contractor such sum as DEL determines to be necessary to protect DEL against potential loss or liability arising from the Contractor's performance of the Contract. The rights and remedies of DEL provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- 33.4. After receipt of a notice of termination, and except as otherwise directed by DEL, the Contractor shall:
- 33.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - 33.4.2. 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 that is not terminated;
  - 33.4.3. Assign to DEL, in the manner, at the times, and to the extent directed by DEL, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
  - 33.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DEL to the extent DEL may require, which approval or ratification shall be final for all the purposes of this clause;
  - 33.4.5. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by DEL any property which, if the Contract had been completed, would have been required to be furnished to DEL;
  - 33.4.6. Complete performance of such part of the work as shall not have been terminated by DEL; and
  - 33.4.7. Take such action as may be necessary, or as DEL 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 DEL has or may acquire an interest.

#### **34. TREATMENT OF ASSETS**

- 34.1. Title to all property furnished by DEL shall remain in DEL. 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 DEL 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 DEL 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 DEL in whole or in part, whichever first occurs.
- 34.2. Any property of DEL furnished to the Contractor shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this Contract.
- 34.3. The Contractor shall be responsible for any loss or damage to property of DEL that results from the negligence of the Contractor or that results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 34.4. If any DEL property is lost, destroyed, or damaged, the Contractor shall immediately notify DEL and shall take all reasonable steps to protect the property from further damage.
- 34.5. The Contractor shall surrender to DEL all property of DEL prior to settlement upon completion, termination, or cancellation of this Contract.
- 34.6. All reference to the Contractor under this clause shall also include the Contractor's employees, agents, or Subcontractors.

#### **35. WAIVER**

Waiver of any default or breach shall not be deemed 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 and signed by an authorized representative of DEL.

#### **36. WARRANTY**

- 36.1. The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which the DEL intends to use said services and deliveries as expressed in Exhibit A.
- 36.2. In the performance of services under this Contract, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals/consultants rendering the same or similar type of service. All obligations and services of the Contractor hereunder shall be performed diligently and completely according to such professional standards.
- 36.3. If the Contractor intends to rely on information or data supplied by the DEL, other DEL contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the DEL.

### **37. WITHHOLDING PAYMENTS**

The DEL 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 the DEL.

**ATTACHMENT 1: CERTIFICATION OF DATA DISPOSITION**

**Date of Data Disposition** \_\_\_\_\_

**I. Data Disposition Requirements**

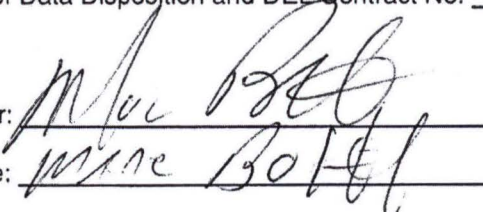
Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DEL Contract No.18-1046 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
  - (1) Physically destroying the disk(s); or
  - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
  - (1) Physically destroying the disk(s); or
  - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed.

**II. Certification**

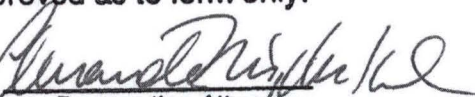
- \_\_\_ All copies of any data sets related to DEL Contract No. 18-1046 have been wiped from data storage systems.
- \_\_\_ All materials and non-wiped computer media containing any data sets related to DEL Contract No. 18-1046 have been destroyed.
- \_\_\_ All copies of any data sets related to DEL Contract No. 18-1046 that have not been disposed of in a manner described above, have been returned to the Contractor's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DEL Contract No. \_18-1046, have been complied with as indicated above.

Signature of Contract Manager:  Date: 7-27-17  
Print Name: Mike Boff

**Return original to DEL Contract Manager indicated on page 1 of this Contract. Retain a copy for your records.**

**Approved as to form only:**

By:   
Deputy Prosecuting Attorney