



CLIENT SERVICE CONTRACT

Professional Therapeutic Foster Care

DCYF Contract Number:
2412-60193
Resulting From Solicitation Number:

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

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME Smith Enterprises, LLC		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS 8765 Main Street South Unit 231 Tacoma, WA 98444-4444		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 600-123-456	DCYF INDEX NUMBER 146178
CONTRACTOR CONTACT Jennie Franklin	CONTRACTOR TELEPHONE (253) 555-1216	CONTRACTOR FAX (253) 555-1214	CONTRACTOR E-MAIL ADDRESS jennie@smiths
DCYF ADMINISTRATION Childrens Administration	DCYF DIVISION Division of Children and Family Services		DCYF CONTRACT CODE 2000XC-12
DCYF CONTACT NAME AND TITLE Student Sixteen Contracts Manager		DCYF CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 98504	
DCYF CONTACT TELEPHONE (888) 888-8888		DCYF CONTACT FAX (888) 888-8888	DCYF CONTACT E-MAIL ADDRESS eacdhelp@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
CONTRACT START DATE 07/01/2024	CONTRACT END DATE 06/30/2025		CONTRACT MAXIMUM AMOUNT \$300,000.00

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

☒ **Exhibit A – Data Security Requirements; Exhibit B – Statement of Work; Exhibit C - Program Requirements**

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

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

DCYF General Terms and Conditions

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

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4. Billing Limitations

- a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Debarment Certification. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DCYF if, during the term of this Contract, Contractor becomes Debarred. DCYF may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

7. Governing Law and Venue. This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

8. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

9. Inspection. The Contractor shall, at no cost, provide DCYF and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DCYF client records, wherever located. These inspection rights are intended to allow DCYF and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.

10. Maintenance of Records. The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

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

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11. Nondiscrimination

a. Nondiscrimination Requirement

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

b. Obligation to Cooperate

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

c. Default

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

d. Remedies for Breach

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

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and

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

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

Additional General Terms and Conditions – Client Service Contracts:

17. **Advance Payment.** DCYF shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
20. **Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DCYF client with whom the Contractor has contact.
21. **Indemnification and Hold Harmless.**
 - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DCYF harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DCYF's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify,

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defend, and hold harmless the State and its agencies, officials, agents, or employees.

- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

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

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

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

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

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

24. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DCYF. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts, unless an exception to including a particular term or terms has been approved in advance by the DCYF. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DCYF's rights or remedies available under this Contract.

25. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:

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- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
- (1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DCYF, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DCYF may require the Contractor to reimburse DCYF in accordance with 2 CFR Part 200.
- 26. Termination for Convenience.** DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DCYF at least thirty (30) calendar days' written notice addressed to DCYF at the address listed on page 1 of this Contract.
- 27. Termination for Default.** The DCYF may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DCYF has a reasonable basis to believe that the Contractor has:

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- a. Failed to meet or maintain any requirement for contracting with DCYF;
- b. Failed to protect the health or safety of any DCYF client pursuant to the section entitled Health and Safety of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

28. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DCYF contact named on page one of this Contract, or to his or her successor, all DCYF property in the Contractor's possession. The Contractor grants DCYF the right to enter upon the Contractor's premises for the sole purpose of recovering any DCYF property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DCYF property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DCYF shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DCYF may withhold a sum from the final payment to the Contractor that DCYF determines necessary to protect DCYF against loss or additional liability.
- f. The rights and remedies provided to DCYF in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

29. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of services to a client, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

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

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or expiration.

31. Taxes.

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

Special Terms and Conditions

1. Definitions Specific to Special Terms

The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "Abuse of Client" means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby
- b. "Acceptance" means documented agreement to the placement of a young person in the PTFC home and placed within forty-eight (48) hours of the agreement.
- c. "Actively Available" means being available to accept referrals and placements within one business day.
- d. "Aftercare" means direct services, which may include but not be limited to case management and family therapy, provided to children and families by the Contractor following discharge from placement. The focus of these services is to facilitate the reintegration of the child into the family and to help the child stabilize in the family home.
- e. "Agency" means a public or private agency or other organization providing services to DCYF clients.
- f. "Authorized" means approved by a DCYF Social Service Specialist and or tribal social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
- g. "Capacity Payment" means a payment made for each (Management Team and Professional Therapeutic Foster Parent qualified for Capacity Payment) FTE or portion of, that is either performing or available to perform the work as outlined in the Statement of Work. To be eligible for a Capacity Payment, the (Management Team and Professional Therapeutic Foster Parent) may only perform work as defined in the Statement of Work Section of this contract. Any time performing work outside the scope of the position description is not eligible for Capacity Payment.
- h. "Case Management" means the tasks and activities that are required in meeting the service needs of the child, providing service to the child's birth/adoptive family, and/or service to the child's foster or relative placement or other resource. For the purpose of this Contract, the term 'case management' also includes 'targeted case management' for federal funding purposes, i.e., those tasks and activities that assist the eligible child in gaining access to needed services such as medical, social, and educational services.
- i. "Case Management Services/Supports" means the services/activities performed in providing case management, as authorized by DCYF. In each case, they are dependent upon the case situation and legal requirements. Case Management Services/Supports are responsive to the needs of the child, the child's birth/adoptive family and/or current placement resource and to legal requirements. They include, but are not limited to, providing transportation to meet the child's need; supporting the birth/adoptive family and placement resources needs; attending staffing's/meetings; and advocating for and with various service providers on needs such as educational, medical, and mental health services.
- j. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.

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- k. "Child and Family Team (CFT)" means a group of professionals and others providing services to the child and family, including the young person, family members, Tribal Nations and the DCYF Social Service Specialist and or tribal social worker, who are convened regularly by the Contractor to evaluate progress, review the effectiveness of the Individual Service and Treatment Plan, and build on the strengths of family members and young person's community and/or Tribal Nation.
- l. "Child and Family Team Meeting (CFTM)" means a monthly meeting that includes the young person's Child and Family Team (CFT).
- m. "Child Protective Services (CPS)" means the section of DCYF responsible for responding to allegations of child abuse or neglect.
- n. "Child Protective Team (CPT)" means a group of community professionals with varied expertise convened by DCYF to review DCFS cases at critical decision-making points to strengthen planning and provide expert consultation.
- o. "Children's Functional Assessment Rating Scale (CFARS)" means the assessment rating scale, to be completed on each young person as stated in the Statements of work.
- p. "Chosen Family" means other suitable adults or pre-adoptive families who agree to provide a licensed or unlicensed home or other supports for a young person who has been separated from their immediate family or tribe and who have been chosen to do so by a young person with capacity to express preferences, or by the young person's immediate family or tribe.
- q. "Client" means any child who is authorized services by DCYF.
- r. "Coaching" refers to supporting individuals in enhancing their performance, developing specific skills, and achieving targeted goals. This is a collaborative, solution-oriented process in which the coach facilitates the growth of the individuals being coached through active listening, insightful questioning, and constructive reframing of conversations.
- s. "Community Supports/Community Connections" means services that are offered to families by community providers that may include but are not limited to: housing assistance, mental health services, public health services, alcohol and drug treatment, family and social support connection, financial assistance, domestic violence counseling and treatment, educational and employment assistance, parent education, legal services and cultural and language assistance.
- t. "Communities of Practice" means groups of people who share a common concern, a set of problems, or an interest in a topic and who collaborate regularly to fulfill both individual and group goals. A Community of Practice is a place to share best practice, create new knowledge, and to advance a domain of professional practice.
- u. "Compliance Agreement" means a written plan approved by DCYF which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
- v. "Connection and Community Belonging" is young person-led, prioritizes well-being, includes Tribal Nation participation and consists of:

- (1) DCYF and the Contractor collaborate in Family Finding to help young people connect to chosen, extended, and biological family members and provide therapeutic supports to build and stabilize

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connections; and

- (2) Community Belonging prioritizes the young person's emotional well-being where young people have the opportunity to engage in community and areas of interest and provided resources and funding to maintain engagement.
- w. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.
- x. "Consultation" means the services rendered by a psychologist whose opinion or advice is requested by the Department in the evaluation and / or treatment of a client. It may also include the opinion and advice the Contractor obtains from an outside, third-party individuals recognized in the community as having expertise in order to provide services to the Department.
- y. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
- z. "Counseling" means employing any therapeutic techniques as described under WAC 246-810-010, RCW 18.19.020, including but are not limited to social work, mental health counseling, mental health counseling, marriage and family therapy, and hypnotherapy for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes therapeutic techniques to achieve sensitivity and awareness of self and others and the development of human potential. Nothing may be construed to imply that the practice of hypnotherapy is necessarily limited to counseling.
- aa. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.
- bb. "Cultural Adaptations" means modifications made to practices, customs, or expectations to better accommodate a specific culture's values and norms. This includes providing culturally competent training to staff to ensure a comprehensive understanding of local needs, employing linguistically and culturally specific communication and access strategies, and adjusting intervention methods to align with diverse family structures and belief systems.
- cc. "Culturally Responsive" means culture includes the shared social behaviors and norms within a society. This can include shared knowledge, beliefs, laws, arts, customs, habits, priorities, expectations, and many other shared practices. Being Culturally Responsive would involve proactively engaging with people in ways that are appropriate within their cultural values, behaviors, and norms.
- dd. "Culturally Responsive Care" means being aware of and valuing cultural differences. Culturally responsive practices may include, but are not limited to:
- (1) Recognizing and rejecting biases or stereotypes;
 - (2) Having linguistically accessible materials and meetings;
 - (3) Providing access to self-care products and other resources to support personal expression of cultural identity;

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- (4) Making efforts to work with Black, Indigenous and Persons of Color led providers;
 - (5) Learning from young people and families about their history and cultural norms;
 - (6) Recruiting staff or consultants who share similar backgrounds and lived experiences with families served; and
 - (7) Actively offering opportunities for young people to stay meaningfully connected to their cultural heritage and their communities of origin.
- ee. "Culturally Specific" means proactive learning and engagement regarding the distinct cultural practices of others, referencing specific elements that could be recognized as particular to their cultural ways.
- ff. "DCYF Safety Assessment/Safety Plan" means DCYF form 15-258, a DCYF safety assessment tool that is used for all cases. The assessment is used throughout the life of a case to identify whether a child is safe or unsafe.
- gg. "DCYF Safety Plan" means DCYF form 15-259, a DCYF safety assessment tool that documents the written arrangement between a family and DCYF that identifies how safety threats to a child will be immediately controlled and managed.
- hh. "Developmental Disabilities Administration (DDA)" is an administration within the Department of Social and Health Services (DSHS).
- ii. "Disability" means any a physical or mental impairment that substantially limits one or more major life activities and can include but is not limited to; HIV/AIDS, blindness or low vision, cancer, deafness, diabetes, heart disease, intellectual disabilities and mental illness. Major life activities include caring for oneself, walking, seeing, hearing, speaking, breathing, working, performing manual tasks and learning. For more information, please see the revised section 504 by The Department of Health and Human Services at:
<https://www.federalregister.gov/documents/2024/05/09/2024-09237/nondiscrimination-on-the-basis-of-disability-in-programs-or-activities-receiving-federal-financial#sectno-citation-84.4>.
- jj. "Early Periodic Screening Diagnosis and Treatment (EPSDT)" means a Well-Child exam, which is administered in Washington State through Apple Health.
- kk. "Engagement" means the early phase of work with a family where the emphasis is on forming a relationship, establishing goals and developing trust.
- ll. "Extended Family" means kin and fictive kin who may provide natural supports or placement for the young person who has been separated from their immediate family.
- mm. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child.
- nn. "Family Finding" means a collection of strategies that help locate and engage family members (chosen, immediate, extended, and/or biological) for young people in the Professional Therapeutic Foster Care program. These strategies aim to find relatives and other important adults who can provide permanent homes for young people, or caring, lifelong support networks that can provide relational permanence and connection.

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- oo. "Family Team Decision Making (FTDM)" meeting" means a DCYF initiated staffing held either to prevent a child from changing placement, or immediately after an unexpected change in placement. The intent is to discuss the factors that are leading to, or resulted in, that change; whether it is possible for the child to safely remain in or return to that home, or where they should live next; and what services the child and caregivers need to make that placement successful.
- pp. "Gatekeeper" means an approved DCYF staff with the authority to refer children for services under the services in this Contract.
- qq. "Identified Transition Family" means the family that the Child and Family Team has identified as being the young person's next family home.
- rr. "Immediate Family" means parents and siblings who are biologically related to a young person.
- ss. "Inadequate clothing" means a young person has less than four (4) days' worth of clothing or clothing that is not appropriate for the time of season.
- tt. "Individualized Education Plan (IEP) means the written document for a student eligible for special education that is developed, reviewed and revised in accordance with state and federal laws. The IEP guides student learning while in special education and is tailored to the young person's support needs, for learning and the educational program that will be provided by the school district.
- uu. "Individual Service and Treatment Plan (ISTP)" means the plan that addresses the young person's major needs and risk factors identified by DCYF and members of the child/family team. The ISTP is developed by the contractor.
- vv. "LGBTQIA+ Affirming Care" means practices which create safe, inclusive, and welcoming environments free of bias or judgment. These practices may include, but are not limited to, displaying and expressing messages of acceptance, connecting young people to accepting and affirming community, rejecting and avoiding heteronormative assumptions, teaching and modeling respectful language and correct use of pronouns, chosen name, providing access to self-care products and other resources to support expression of gender, young people who are transitioning, and training all staff and/or caregivers to be sensitive and understanding of privacy needs, as well as potential associated mental health needs related to traumatic experiences stemming from discrimination, rejection, or abandonment. The young person's definition of themselves is respected and honored. Young people are allowed and encouraged to show as their authentic selves.
- ww. "Life Skills" means the skills that are acquired by young people through training and assistance to enable them to make a successful transition to adulthood and is necessary or desirable for full participation in everyday life to include but not limited to:
 - (1) Cooking;
 - (2) Laundry;
 - (3) Using public transportation; and
 - (4) Money management.
- xx. "Limited English Proficiency (LEP)" means, an individual's need for additional support and assistance in comprehending the English language.

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- yy. "Licensing Division (LD) means a division under DCYF that is responsible for licensing and monitoring foster homes and facility level of care.
- zz. "Mentoring" means mentors sharing experience and knowledge to guide mentees in their career development, personal growth, and professional advancement. Mentoring relationships are built on trust, respect and open communication, providing a supportive environment for the mentee to learn and grow.
- aaa. "PTFC Parent Coaching and Mentoring" refers to the actions of the PTFC parent in supporting chosen, immediate, or extended family members to connect, parent, and support young people. PTFC Coaching and Mentoring is LGBTQIA+ Affirming, Trauma-Informed, and Culturally Responsive and encourages these practices and principles in supporting young people as they transition to their next home.
- bbb. "PTFC Parent Visit Monitoring and Supervision" refers to the PTFC Parent providing supervised or monitored visits of the young person for the parents or immediate, chosen, or extended family members when identified in the visit plan or Individualized Service and Treatment Plan.
- ccc. "Peer Support" refers to a network where Professional Therapeutic Foster Parents and Therapeutic Foster Parents come together to provide assistance, encouragement, and guidance to one another based on their shared experiences of fostering young people. Peer support offers emotional support, practice advice, and understanding among foster parents improving their ability to care for young people.
- ddd. "Permanency Plan" means a plan that is directed toward seeking a safe, stable and permanent home for the young person.
- eee. "Practice Supervision" means a person who is qualified by education and experience to answer questions, facilitate knowledge acquisition, and practice corrections necessary to ensure delivery of high-quality services delivered within this contract to each family. This includes, but not limited to oversight of work deliverables, staff evaluation, review of casework, treatment planning, and family progress for all practitioners and paraprofessional staff delivering services under this contract. Leading to supporting growth, skill development, and ensuring practitioners and paraprofessionals are engaged in ethical, high-quality work with families according to specific models and contract obligations.
- fff. "Primary Caregiver" means the individual who is the current placement resource and has primary caregiving responsibilities for a child.
- ggg. "Respite Care" refers to services provided to a primary caretaker for relief from parenting or caregiving responsibilities for a child.
- hhh. "Respite Care (In Home)" means the provision of respite services in the child's current placement.
- iii. "Respite Care (Out-of-Home)" means the provision of respite services in the residence of a licensed foster parent or the licensed facility of a childcare provider. An individual providing this service must be either a licensed foster parent or childcare provider or an employee of the Contractor or other agency approved by DCYF to provide respite services.
- jjj. "Safety Threats" means family behavior, conditions or circumstances that create present or impending danger resulting in severe impacts on the child.

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- kkk. "Social Service Specialist" means the assigned DCYF case worker.
- lll. "SSPS" means the DCYF Social Service Payment System, the service authorization and payment system used by DCYF for this Contract.
- mmm. "Staffing" means a formal or informal meeting, conducted by a DCYF Social Service Specialist and or tribal social worker or DCYF staff member with one or more of the following persons: other DCYF staff, professional staff of the Contractor and/or other provider, consultants, parents or others, for the purpose of reviewing or discussing, or for making decisions concerning, a client or case.
- nnn. "Telehealth" means the use of electronic information and telecommunication technologies to support long-distance clinical health care, patient and professional health-related education, public health and health administration.
- ooo. "Therapeutic Support Team" means the individuals providing therapeutic support to the young person and family. The Therapeutic Support Team may include but is not limited to individual counselor or therapist, Program Manager, Case Manager, Case Aides, Tribal Nation or Indian Child Welfare representative and Professional Therapeutic Foster Care Parent.
- ppp. "Transition Plan" means the young person's and the Child and Family Team's goals, as well as actions and supports required to achieve those goals as they transition out of Professional Therapeutic Foster Care.
- qqq. "Trauma Informed" means policies, programs, or practices informed by the impact of trauma. Trauma informed approaches mean centering physical and psychological safety, resisting re-traumatization, and creating opportunities for agency, choice, and self-determination.
- rrr. "Trauma Informed Approach" means use of culturally appropriate assessment and treatment, efforts to strengthen the resilience and protective factors of children and families impacted by and vulnerable to trauma, addressing the impact of caregivers' trauma on the family system, and maintaining an environment of care for staff that addresses, minimizes, and treats secondary traumatic stress, and that increases staff resilience. All practices shall be consistent with the principles and techniques as defined in *Substance Abuse and Mental Health Services Administration*. Retrieved March 16, 2015 from: <http://library.samhsa.gov/sites/default/files/sma14-4884.pdf>
- sss. "Trauma Informed Care" means practices which recognize that individuals have likely been exposed to trauma from harmful experiences including but not limited to, abuse, neglect, abandonment, domestic violence, discrimination, and/or separation from family members, such that behaviors and emotional reactions are understood within the context of how trauma impacts individuals. Trauma-informed practices provide responsive individualized care that prioritizes assurances of safety, trustworthiness and transparency, peer support, collaboration and mutuality, empowerment and choice, and understanding of cultural, historical and gender issues, and avoids approaches that rely upon power and coercion.
- ttt. "Tribal Case Worker" means the primary worker assigned to a young person who is under the jurisdiction of a federally recognized tribal government.
- uuu. "Unusual Incidents" means circumstances or events that concern a child's health, safety or well being or may impact the child's living situation or permanent plan.

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vvv. "Videoconferencing" means Real-time, generally two-way transmission of video images between multiple locations.

2. Purpose

Professional Therapeutic Foster Care (PTFC) is a short term, therapeutic support program for young people with high level mental health, behavioral health, and intellectual or developmental disability (IDD) needs.

3. Data Security Requirements – Exhibit A

The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.

Statements of Work – Exhibit B,

The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit B.

4. Program Requirements – Exhibit C

The Contractor shall comply with all program and other requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit C.

5. FamLink Database Access Requirements– Exhibit D

The Contractor shall comply with all requirements for providing services under this Contract, as stated in the Famlink Database Access Requirements attached as Exhibit D.

6. Consideration

a. Beds

- (1) The Contractor shall provide _____ beds and services as described in Exhibit B, Statement of Work.

b. Professional Therapeutic Foster Home

- (1) The Contractor shall provide _____ Professional Therapeutic Foster Homes and services as described in Exhibit B, Statement of Work.

c. Initial Organization Costs

- (1) The Contractor will only be eligible for costs for the first six (6) months after execution of the contract.
- (2) Cost consists of cost reimbursement up to the maximum allowable billing hours per deliverable. The hourly cost reimbursement rate shall not exceed the amount on the published fee table.
- (3) Maximum hours and deliverables allowed:

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- (a) Eighty (80) hours for: Development of policies and procedures, including definition of therapeutic models and required training, to be completed within the first month of the contract.
- (a) Twenty (20) hours for: Program development, to include forms, reports, and quality assurance processes.
- (b) Twenty (20) hours for: Hiring of Case manager and Behavioral Case Aide.
- (c) Thirty (30) hours for: Hiring of Professional Therapeutic Foster Parents the agency is contracted for.
- (d) Twenty (20) hours for each:
 - i. Training of Case Manager; and
 - ii. Training of Behavioral Case Aide

d. Capacity Payment

- (1) A capacity payment represents a fixed amount of available funding based on services described within this contract, the number of beds authorized, and workforce needed to achieve that capacity, as calculated within the Fee Table. The capacity payments are dependent on the operational status of the service as reflected by staff necessary to deliver the service.

(2) Capacity Payment Standards

- (a) Staff whose activities are funded under a Capacity payment must:
 - i. Be solely committed to the work under this contract, as defined in this contract for the month of billing.
 - ii. Be exclusively dedicated to the performance of the work specified in this contract for the duration and scope of time during which the capacity payment is claimed.
 - iii. FTE is calculated by the hours worked or assigned to work solely under this contract, and not working elsewhere in the agency and to include PTO and Holliday out of the total work hours of the month, based on a traditional eight (8) hour workdays, five (5) days a week
 - i. Staff working less than full-time (forty (40) hours per week) will be prorated.

(3) Management Team Capacity Rate

DCYF will pay the Contractor a prorated monthly Management Team capacity rate, based on costs associated with the Executive Director and Program Manager, and the total number of beds authorized within this contract.

(4) Professional Therapeutic Foster Parent Capacity Rate

DCYF will pay the Contractor a prorated monthly capacity rate, for each Professional Therapeutic Foster Parent qualified per the standards of this contract and able to receive

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placements and when a young person is placed, up to the maximum number of Professional Therapeutic Foster Homes.

e. Fee for Service

(1) Placement Service Rate

(a) DCYF will pay the Contractor the monthly PTFC Placement Rate in effect at the time placement occurs and services are provided, according to the DCYF published PTFC Rate Table or a proration thereof, beginning on the date the young person enters the PTFC program and terminating the day prior to the day the young person leaving the PTFC program.

(2) An Auxiliary rate may be claimed:

- i. When a youth has exited services as part of their DCYF Permanency plan, and the Professional Therapeutic Foster Care bed remains available;
- ii. As pre-approved by the DCYF Professional Therapeutic Foster Care Program Manager; and
- iii. For up to thirty (30) days from previous young person exit and not to exceed sixty (60) days per bed per contract cycle.

(3) Hourly Rate

(a) DCYF will pay the Contractor for the following services on a per child monthly basis for the actual hours of services provided, including Travel Time, as described in Exhibit B Statement of Work and according to the DCYF published PTFC Rate Table:

- i. Case Aide Services, including report time not to exceed the amount listed on the fee table;
- ii. Family Visitation, including report time as established in the DCYF visitation plan; and
- iii. Treatment Planning, Supervision and Coaching for PTFC Parent and Behavioral Case Aide.

(4) Travel Time

(a) DCYF will pay the Contractor for allowed travel time for Behavioral Case Aides travel providing services as defined in the service plan. Allowed travel time shall be calculated as:

- i. From the Contractor's place of business or residence, whichever is the shorter distance or previous Professional Therapeutic Foster Parent;
- ii. To the location(s) as defined in the service plan; and
- iii. Returning to Contractor's business or residence, whichever is the shorter distance, unless traveling to the next Professional Therapeutic Foster Parent.

(b) DCYF will pay the Contractor for allowed Travel time for the Professional Therapeutic Foster

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parent for services related to conducting visits as part of the DCYF Visit plan, Coaching, and Child and Family Team Meetings or other team meetings required within the Contract.

(c) The Contractor shall adhere to the following travel time stipulations:

- i. Arrange travel to limit travel time; and
- ii. Allowable travel time is portal to portal. DCYF will use Google Maps to evaluate the reasonableness of claimed time.

(5) Reimbursable Costs

(a) Cost will be reimbursed at the maximum allowable rate as identified within the DCYF published PTFC Fee Table.

(b) Reimbursable cost consists of:

- i. Safety related items; and
- ii. Support Meeting Funds.

f. Foster Care

The provision of daily care and supervision for a young person from a Professional Therapeutic Foster Parent is part of the foster care reimbursement rate paid to the Professional Therapeutic Foster Parent based on qualifying placements.

g. Aftercare

Aftercare is not a funded service within this Contract. Any aftercare services will be provided and will be funded through the Contractor's BRS In-Home Services contract.

h. Mileage

(1) Mileage will be paid at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations.

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

(3) PTFC Parents mileage for daily supervision and care shall be billed through the billing statement.

i. Youth on the Run, Detention or Hospitalization

(1) DCYF may pay for temporary absences of children from PTFC, the following conditions shall apply:

(a) DCYF shall not pay for the absence of a child from PTFC, unless there is an agreement in writing with the Contractor for the child to return to their placement within fifteen (15) days; and

(b) When a child leaves a PTFC placement, unless there is agreement in writing by DCYF and

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the Contractor to place the child back into their placement, DCYF shall only pay the actual days of care provided, not including the last day of placement.

(2) Acceptable absences, where the plan is to return the child to PTFC placement, within fifteen (15) days, include:

- (a) Planned visitation;
- (b) Overnight visits with friends;
- (c) Hospitalizations;
- (d) Attendance at summer camps and similar activities;
- (e) Juvenile detention placement of youth; or
- (f) Runaways when the bed is being held for the return of the child.

j. Vendor Rate Increase or Decrease

In the event of a legislatively mandated vendor rate increase or decrease for the services under this Contract, the rates in the published DCYF PTFC Rate Table shall be adjusted accordingly as of the date the new rate(s) become effective.

k. Independent Living Skills or ILS

The Contractor is not responsible for payment of ILS services by the contracted ILS provider.

l. Cost of Educational Services

DCYF is not responsible for education costs, including a 1:1 school aide for a youth.

m. DCYF published PTFC Fee Table

The Fee table, which identifies all rates of pay for services within this contract as outlined in the Consideration section, is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

7. Billing

a. Initial Organization Costs

- (1) The Contractor shall submit an A-19 with supporting financial documents that support cost to the DCYF Professional Therapeutic Foster Care Program Manager.
- (2) Contractor shall find the A-19 form at <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.
- (3) Claims for payment must be received by DCYF no later than sixty (60) days from the date each Step was met.
- (4) The Contractor shall contact the DCYF Professional Therapeutic Foster Care Program Manager

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concerning billing questions.

b. Capacity

(1) Management Team

- (a) The Contractor shall submit an A-19 with supporting financial documents that support cost incurred per Management Team they have on staff for that month up to the maximum number of FTE allowed, as provided by DCYF to the DCYF Professional Therapeutic Foster Care Program Manager.

(2) Professional Therapeutic Foster Parent Capacity Rate

- (a) The Contractor shall submit an A-19 with supporting financial documents that support cost incurred per Professional Therapeutic Foster Parent they have on staff for that month up to the maximum number of FTE allowed, as provided by DCYF to the DCYF Professional Therapeutic Foster Care Program Manager.

- (3) Contractor shall find the A-19 form at <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

- (4) Claims for payment must be received by DCYF no later than sixty (60) days from the date each Step was met.

- (5) The Contractor shall contact the DCYF Headquarters Program Manager concerning billing questions.

c. Fee for Service

- (1) The Contractor must submit a billing statement for services using the Professional Therapeutic Foster Care Billing Statement to the DCYF Professional Therapeutic Foster Care Program Manager

- (2) Professional Therapeutic Foster Care Billing Statement is available at:
<https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

- (3) The Contractor shall contact the DCYF Professional Therapeutic Foster Care Program Manager concerning billing questions.

- (4) Claims for payment must be received by DCYF no later than sixty (60) days from the date services were rendered.

8. **Payment**

- a. The Contractor shall agree to accept the DCYF payment as the sole and complete payment for services provided under this Contract.
- b. DCYF will make payment within thirty (30) days of receipt of a properly completed invoice for services.
- c. DCYF will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.

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- d. The Contractor agrees to accept the contracted rate as the complete DCYF remuneration for services provided to DCYF clients under this Contract. DCYF is not obligated to reimburse the Contractor for any services which fall outside the scope of this Contract.
- e. DCYF may stop payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within ten (10) days of the due date, or incomplete.
- f. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

9. Wage Standards

- a. The Contractor agrees that the Case Manager, Behavioral Case Aide, and the Therapeutic Foster Parent shall receive, on average, the regionalized wages and benefits (combined) identified in Professional Therapeutic Foster Care Fee table, available at <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.
- b. This requirement does not prescribe compensation difference between staff, specify compensation for any individual staff, or prohibit agencies from having an average salary and benefits higher than the modeled rates.

10. Financial Management

- a. Contractor must maintain a written financial management system to ensure accurate tracking and internal controls of all financial matters related to this contract, including but not limited to:
 - (1) Fiscal records that shall substantiate costs charged to DCYF;
 - (2) Documentation of all costs associated with services provided;
 - (3) Payroll;
 - (4) Subcontractors (If applicable); and
 - (5) Travel Cost.
- b. Reconcile invoices and payments no less than quarterly, if you have any payment questions please submit the Payment Inquiry Form available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

11. Periodic Time Study

- a. The Contractor shall cooperate with DCYF in collecting, providing, and reporting such information as DCYF may require or request concerning services provided and clients served under this Contract. This information is required to appropriately cost allocate payments made by the DCYF to the Contractor and to substantiate the DCYF's claim for federal funding under Title IV-E and Title XIX.
- b. The Contractor shall participate in a Periodic Time Study by gathering and supplying information regarding Contractor staff activity during a period of time designated by DCYF. DCYF will send the Contractor notification, timeframes, and instructions for the Time Study.

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c. The Contractor shall:

- (1) Acknowledge materials receipt and understanding of the instructions;
- (2) Conduct time study;
- (3) Enter time study data into the online survey by due date noted in the instructions; and
- (4) Submit the Cost Report by the due date noted in the instructions.

12. Insurance

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

a. General Liability Insurance

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

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

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

or

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

or

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

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b. Business Automobile Liability Insurance

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

c. Professional Liability Insurance (PL)

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

d. Worker's Compensation

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

e. Employees and Volunteers

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

f. Subcontractors

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

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

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

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The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. **Material Changes**

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

k. **General**

By requiring insurance, the State of Washington and DCYF do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DCYF in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

l. **Waiver**

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

13. Services Authorized as Needed

DCYF shall request services from the Contractor on an as-needed basis. This Contract does not obligate DCYF to authorize services from the Contractor.

14. Payment Only for Authorized Services

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

15. Subcontracting Services

Contractor shall not subcontract out services to other business. Subcontractors may be allowed if they are individuals that work under the oversight of the Contractor and are approved by DCYF.

16. Funding Stipulations

a. Information for Federal Funding

The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client's eligibility for federal funding.

b. Duplicate Billing

The Contractor must not bill other funding sources for services rendered under this Contract which

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would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

c. No Federal Match

The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.

d. Supplanting

The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

17. Recovery of Fees for Noncompliance

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

18. Prohibition of Use of Funds for Lobbying Activities

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

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

19. Business/Financial Assessment

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

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

- a. Has a credit history which could adversely affect the Contractor's ability to perform the contract
- b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business;
or

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- c. Has filed for bankruptcy, reorganization, or receivership within five (5) years of the start date of the contract.

20. Investigations of Contractor or Related Personnel

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

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

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

21. Removal of Individuals from Performing Services

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

22. Compliance Agreement

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

23. Resolution of Differences

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

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

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

24. Disputes

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

Department of Children, Youth & Families
Attention Contracts Unit
P.O. Box 40983
Olympia, WA 98504-0983
- e. This dispute resolution process is the sole administrative remedy available under this Contract.

25. Emergency Management & Response

- a. It may be possible, that during the performance of this Contract, that DCYF or the State of Washington could issue or declare a State of Emergency. Such an emergency could include, but not be limited to:
 - (1) Pandemic;
 - (2) Public Health Emergency;
 - (3) natural or manmade disaster; and / or
 - (4) Civil Unrest.
- b. If such a declaration is made, by DCYF or the State of Washington, then DCYF may choose to temporarily modify the service delivery provisions of this contract. Those modifications will be time limited and will be found here: <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.

26. Performance Based Contracting

- a. DCYF is strategically implementing quality and outcome performance measures in contracts that provide services to children and families. The purpose of this change is to help achieve DCYF's long-term outcome goals, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.
- b. Outcome goals and Performance Based Contracting Measures will be developed in alignment with DCYF Office of Innovation, Accountability, and Alignment.

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DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

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1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DCYF Confidential Information, and who has been authorized to do so.
 - c. "Cloud storage" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - d. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data. "Confidential Information" also includes, but is not limited to, Category 3 and Category 4 Data as described in section 4 of this Exhibit (Exhibit A: Data Security Requirements), Personal Information, Materials, and Data. The definition of "Confidential Information" shall also include the definition described in section 1 (Definitions) of the General Terms and Conditions of this Contract.

- e. “Data” means DCYF’s records, files, forms, information and other documents in electronic or hard copy medium. “Data” includes, but is not limited to, Confidential Information.
- f. “Encrypt” means to encode Confidential Information into a format that can only be read by those possessing a “key”; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
- g. “FedRAMP” means the Federal Risk and Authorization Management Program (see <https://www.fedramp.gov/>), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
- h. “Hardened Password” means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.
- i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
- j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
- k. “Personal Information” shall have the same meaning as described in RCW 42.56.590(10) and includes, but is not limited to, information protected under chapter 13.50 RCW, Health Care Information as that phrase is defined in RCW 70.02.010, personally identifiable information, and other information that relates to a person’s name and the use or receipt of governmental services or other activities.
- l. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
- m. “Portable Media” means any machine-readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
- n. “Physically Secure” or “Physical Security” means that access is restricted through physical means to authorized individuals only.

- o. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
- p. "Staff" means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- q. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DCYF Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
- r. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. Authority

The security requirements described in this contract reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DCYF Information Security Policy and Standards Manual.

3. Scope of Protection

The requirements described in this Contract apply to Confidential Information and Data related to the subject matter of this Contract that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors.

4. Data Classification

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

(1) Category 1 – Public Information

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

(2) Category 2 – Sensitive Information

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

(3) Category 3 – Confidential Information

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

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

(4) Category 4 – Confidential Information Requiring Special Handling

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

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

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

- a. Confidential Information and Data that is delivered, received, used, shared, acquired, created, developed, revised, modified, or amended in connection with this Contract the parties shall comply with the following:
 - (1) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information and Data; and
 - (2) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information and Data.

6. Administrative Controls.

- a. The Contractor must have the following controls in place:
 - (1) A documented security policy governing the secure use of its computer network, mobile devices, portable devices, as well as, any form of paper/hard copy documents.
 - (2) Security awareness training for all staff, presented and documented annually, as follows:
 - (a) Contractor staff responsibilities under the Contractor's security policy;

- (b) Contactor staff responsibilities as outlined under contract Exhibit A; and
 - (c) Must successfully complete the DCYF Information Security Awareness Training, which can be taken on this web page: <https://www.dcyf.wa.gov/sites/default/files/pdf/Security-in-Contracts.pdf>
- (3) Contractor may replace the DCYF Information Security Awareness training listed above with their own equivalent Information Awareness Training.

7. Authorization, Authentication, and Access.

- a. In order to ensure that access to the Data is limited to authorized staff, the Contractor must comply with the following:
 - (1) Have documented policies and procedures that:
 - (a) Govern access to systems; and
 - (b) Govern access to paper/hard copy documents and files.
 - (2) Only allow access to Confidential Information through administrative, physical, and technical controls.
 - (3) Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one staff member to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which staff member performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - (4) Ensure that only authorized users are capable of accessing the Data;
 - (5) Ensure that an employee's access to Data is removed:
 - (a) Within twenty-four (24) hours of an alleged compromise of the user credentials;
 - (b) Within 24 hours from when their employment, or the contract under which the Data is made available to them, is terminated;
 - (c) Within 24 hours from when the employee or contractor no longer need access to the Data to fulfill the requirements of the Contract; and
 - (d) Within 24 hours from when the staff member has been suspended from performing services under this Contract.
 - (6) Have a process in place that requires quarterly reviews verifications that ensure only authorized users have access to systems containing Confidential Information.
 - (7) The Contractor must require the following password and logon requirements for Authorized Users to access Data within the Trusted Network:
 - (a) To access Data the Authorized User must be required to enter a Hardened Password;

- (b) The hardened password must not contain a user's name, logon ID, or any form of an individual's full name;
 - (c) The hardened password must not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and
 - (d) Hardened passwords are significantly different from the previous four (4) passwords. Hardened passwords that increment by simply adding a number are not considered significantly different.
- (8) When accessing Confidential Information and Data from an external location (the Data will traverse the Internet or otherwise travel outside the Trusted network), mitigate risk and enforce hardened password and logon requirements for users by employing measures that include:
- (a) Ensuring mitigations applied to the system don't allow end-user modification;
 - (b) Not allowing the use of dial-up connections;
 - (c) Using industry standard protocols and solutions for remote access. Examples include secure VPN and Citrix;
 - (d) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network;
 - (e) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than thirty (30) minutes of inactivity; and
 - (f) Ensuring the use of Multi-Factor Authentication (MFA) to connect from the external end point to the internal end point.
- (9) Hardened passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.). If a lesser standard is authorized under this subsection, the PIN or password must:
- (a) Be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;
 - (b) Not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
 - (c) Not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable).
- (10) If the Contract specifically allows for the storage of Confidential Information on a Portable Device, passwords used on the device must:
- (a) Be a minimum of six (6) alphanumeric characters;
 - (b) Contain at least three unique character classes (upper case, lower case, letter, number);

- (c) Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable); and
- (d) Render the device unusable after a maximum of five (5) failed logon attempts.

8. Protection of Data

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

(1) Hard disk drives

Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

(2) Network server disks

- (a) Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- (b) Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

- (a) Data provided by DCYF on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area, when not in use for the contracted purpose, such discs must be Stored in a Secure Area.
- (b) Workstations that are capable of accessing Data from optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

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

- (a) Data provided by DCYF on optical discs that will be attached to network servers will not be transported out of a Secure Area.
- (b) Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

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

(5) Paper documents

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

(6) Data storage on portable devices or media

- (a) Except where otherwise described herein, Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - i. The Data must be Encrypted;
 - ii. Portable devices must be equipped with a Unique User ID and Hardened Password or stronger authentication method such as token or biometrics;
 - iii. Portable devices must be manually locked whenever they are left unattended. The devices must be set to automatically lock after a period of no more than fifteen (15) minutes of inactivity;
 - iv. Administrative and physical security controls must be applied to Portable Devices and Portable Media by:
 - (A) Keeping them in a Secure Area when not in use;
 - (B) Using check-in/check-out procedures when they are shared; and
 - (C) Taking quarterly inventories.
- (b) When being transported outside of a Secure Area, Portable Devices and Portable Media with Data must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- (c) Portable Devices and Portable Media will not be secured or stored within motor vehicles at any time the staff member is away from the motor vehicle.

(7) Data stored for backup purposes

- (a) DCYF Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.
 - i. Such storage is authorized until such time as that media would be reused during the course of normal backup operations.
 - ii. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.
- (b) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes.
 - i. If so, such media will be protected as otherwise described in this exhibit.
 - ii. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 13 Data Disposition.

(8) Cloud storage

- (a) Data requires protections equal to or greater than those specified elsewhere within this Exhibit.
- (b) Cloud storage of Data is problematic as neither DCYF nor the Contractor has control of the environment in which the Data is stored. For this reason:
 - i. Data must not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (A) The Contractor has written procedures in place governing use of the Cloud storage and by signing this contract, the Contractor attests that all such procedures will be uniformly followed;
 - (B) The Data must be Encrypted while within the Contractor network;
 - (C) The Data must remain Encrypted during transmission to the Cloud;
 - (D) The Data must remain Encrypted at all times while residing within the Cloud storage solution;
 - (E) The Contractor must possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;
 - (F) The Data must not be downloaded to a non-authorized system. the only authorized systems are located on the DCYF network or Trusted networks;
 - (G) The Data must not be decrypted until downloaded onto a computer or portable device within the control of an Authorized User and within either the DCYF network or Trusted network; and

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

ii. Data must not be stored on an Enterprise Cloud storage solution unless either:

(A) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or

(B) The Cloud storage solution used is FedRAMP certified; or

(C) Contractor can attest that:

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

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

9. Method of Transfer

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

(1) Approved options include:

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

(b) The DCYF instance of Box.com.

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

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

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

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

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

10. System Protection

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

- (1) Ensure all security patches or hotfixes applied within three (3) months of being made available;
- (2) Have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;
- (3) Ensure systems containing Data shall have an Anti-Malware application installed, if available; and
- (4) Ensure that Anti-Malware software is kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

11. Data Segregation

- a. Data must be segregated or otherwise distinguishable from non-DCYF data. This is to ensure that when no longer needed by the Contractor, all Data can be identified for return or destruction. It also aids in determining whether Data has or may have been compromised in the event of a security breach.
- b. The Contractor must use one or more of the following methods to segregate Data:
 - (1) Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DCYF Data; and/or
 - (2) Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to Data; and/or
 - (3) Data will be stored in a database which will contain no non-DCYF data; and/or
 - (4) Data will be stored within a database and will be distinguishable from non-DCYF data by the value of a specific field or fields within database records; and
 - (5) When stored as physical paper documents, Data will be physically segregated from non-DCYF data in a drawer, folder, or other container.
- c. When it is not feasible or practical to segregate Data from non-DCYF data, then both the Data and the non-DCYF data with which it is commingled must be protected as described in this exhibit.

12. Confidentiality Protection

- a. To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:
 - (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Data solely for the purposes of accomplishing the services set forth in this Contract.
 - (2) Ensure that no Data is released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
 - (3) Not use, publish, transfer, sell or otherwise disclose any Confidential Information of a minor except as provided by law or with the prior written consent of the minor's parent, legal

representative or guardian. If a child is a dependent of Washington State, then prior written consent must be obtained from DCYF.

- (4) Require that the Contractor's Staff and Subcontractors' Staff having access to Data sign a Statement of Confidentiality and Non-Disclosure Agreement (DCYF Form 03-374B), that can be found at this webpage: <https://www.dcyf.wa.gov/forms>. Data shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
 - (a) DCYF approves the Contractor's Staff person(s) or Subcontractors' Staff person(s), to work on this Contract; and
 - (b) If requested by DCYF, Contractor must provide the original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) and Subcontractors' Staff person(s).

13. Data Disposition.

- a. The Contractor must ensure that all Data, including paper and electronic records, are retained pursuant to the Washington State retention standards.
- b. When the contracted work has been completed or when the Data is no longer needed, Data shall be retained pursuant to the retention standards required by chapter 40.14 RCW, or returned to DCYF.
- c. Once the retention standard has passed, Contractors may destroy data as outlined below:
 - (1) The following acceptable methods of destruction must be used:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with Category 3 Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Category 4 Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive

Magnetic tape	Degaussing, incinerating or crosscut shredding
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14. Data shared with Subcontractors.

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

15. Notification of Compromise or Potential Compromise

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

16. Breach of Data

- a. In the event of a breach by the Contractor of this Exhibit and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
 - (1) Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; and/or
 - (2) Suspend the Contractor's access to accounts and other information; and/or
 - (3) Terminate the Contract.

STATEMENT OF WORK

Contractor's Responsibilities

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Referrals and Admission Procedure
3. Individualized Screenings and Assessments
4. Individualized Planning and Support
5. Individualized Therapeutic Services
6. Service Delivery Methods and Expectations
7. Professional Therapeutic Foster Parent
8. Quality Assurance and Progress Reviews
9. Reports
10. Notifications

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

1. Intent of Services

- a. Professional Therapeutic Foster Care (PTFC) is a therapeutic support program for young people with high level mental health, behavioral health, and intellectual and developmental disability (IDD) needs used to stabilize young people, coordinate multiple systems, build family and community connections, and safely move them to permanency or a less intensive service.
- b. These services are provided in a family home setting. Services are intended to safely:
 - (1) Connect young people to their families, both biological and chosen;
 - (2) Connect young people to their communities by ensuring they have access to resources to engage in activities which increase belonging;
 - (3) Transition young people in their own homes with therapeutic supports to the family;
 - (4) Reunify or achieve alternative permanency more quickly;
 - (5) Increase family based therapeutic support, including transition planning;
 - (6) Reduce length of service by transitioning to permanent or less intensive service.
- c. PTFC is expected to last only as long as needed with a goal for the young person to transition before twelve (12) months or according to the young person's Individualized Services and Treatment Plan.

2. Referrals and Admission Procedure

a. Referrals

- (1) A complete up to date referral will be sent to the Contractor from an Intensive Resource Program Consultant based on their ability to adequately and safely provide the services to meet the identified needs of the young person.
- (2) The Contractor shall review the referral information, assess the ability of the program to adequately and safely provide services for young person's identified needs.
- (3) The Contractor shall notify the referring Intensive Resource Program Consultant within two (2) business days of receiving the referral, the status of the agency's ability to accept the referral. If the referral is accepted, the Contractor will work to arrange pre-placement contact with the young person and the Professional Therapeutic Foster Parent.

b. **Capacity**

The Contractor shall ensure:

- (1) The Professional Therapeutic Foster Parent has two roles, primary caregiver and contractor staff. The responsibilities in total are understood to represent full-time work. Any work or volunteer commitments outside of this service must be declared and intentionally addressed.
- (2) Professional Therapeutic Foster Care (PTFC) Homes are limited to no more than one (1) DCYF eligible young person for the PTFC program.
- (3) Exceptions may be granted by DCYF if the eligible young person, has siblings in need of placement and the PTFC home is licensed for additional beds.
- (4) The PTFC Home will not exceed six (6) children in the home, to include the one (1) young person in the PTFC program, siblings that are not PTFC eligible and their own minor children, per the Minimum Licensing Requirements.
- (5) The PTFC Parent prioritizes the young person's needs and care, has sufficient time to meet the needs of the young person, and recognizes their role as a professional on the Child and Family Team (CFT).
- (6) Placement with the PTFC eligible young person and siblings is in the best interest of all siblings and agreed upon by all young people's Child and Family Teams, DCYF, and corresponding court jurisdictions.
- (7) Within the above parameters, The Contractor must ensure the Professional Therapeutic Foster Parent must have no more total children in the home, including children already residing in the home and while considering sibling placements with the PTFC Parent, than they can demonstrate the ability to manage successfully while prioritizing the needs of PTFC young people, based on:
 - (a) History;
 - (b) Training;
 - (c) Number of adults in the home;
 - (d) Agency support; and

(e) Physical space.

c. **Client Eligibility**

(1) The Contractor is expected to serve young people with high behavioral, mental health, intellectual and or developmental disability needs and who qualify for Qualified Residential Treatment Programs (QRTP), group, or other congregate care settings. The criteria must be met:

(a) The young person must be eligible for Behavior Rehabilitation Services (BRS).

d. **Ability to Serve Young People Referred**

The Contractor shall

(1) Accept young people with the highest service needs. Once accepted, the young person will be admitted into the PTFC Parent home within (2) two business days. Referred young people shall be admitted five (5) days per week, Monday through Friday, with a 90% acceptance rate. Arrangements may be made with the young person's DCYF Social Service Specialist or Tribal Social Worker, the Contractor, and PTFC Parent to place the young person seven (7) days a week, to include weekends.

(2) Based upon openings, have the ability to serve children at the contracted service level.

(3) Make every effort as determined by DCYF to serve children within the contractor's system. If a Contractor wants to stop serving a child and family under the PTFC contract, the Contractor must facilitate a Child and Family Team Meeting (CFTM) to discuss placement stability and needed supports for the young person to remain in the PTFC home prior to issuing a forty-five (45) day written notice to the Intensive Resource Program Consultant and DCYF Social Service Specialist and or tribal case worker.

(4) Have the ability to make every effort to serve young people under the PTFC contract. DCYF will consider the following in determining that ability using, but not limited to the following:

(a) Young person's eligibility;

(b) PTFC Parent's ability to maintain a physically and emotionally safe environment for the young person.

(5) Gather young person and family voice and determine needs and preferences in the decision to accept a young person in a PTFC home. The Contractor will develop an information sheet to be shared physically or virtually to include, but not limited to:

(a) Number of household members in the PTFC home;

(b) Experience working with young people and families;

(c) PTFC Parent and home interests, hobbies, and likes;

(d) Pets in the home, if any; and

(e) Goals for young people and families engaged in PTFC.

- (6) Take into consideration the PTFC Parent's skills and abilities and the PTFC Parent is expected to learn and grow along with the young person and family.
- (7) Arrange for the potential PTFC Parent and eligible young person to meet virtually or in person at least twenty-four (24) hours before placement in the home.

e. **Length of Stay**

- (1) Length of stay will be based on the individual needs of the young person and family per the ISTP and case plan.
- (2) This mutually agreed upon exit criteria shall be included in the young person's ISTP, determined at the young person's initial CFTM, assessed at each CFTM, and assessed in other therapeutic settings and by DCYF.

f. **Admissions**

- (1) The Program Manager or Case Manager shall:
 - (a) Provide an initial in person or virtual program orientation twenty-four (24) hours prior to the young person entering PTFC, which shall include:
 - i. Introduction to the Professional Therapeutic Foster Care Parent;
 - ii. Discussion of the young person's preferences and coping mechanisms;
 - iii. Methods for contacting the DCYF Social Service Specialist and or tribal case worker and other participants of the young person's therapeutic team; and
 - iv. Crisis Response Protocol and Emergency Procedures for the young person and Professional Therapeutic Foster Parent.
- (2) The Professional Therapeutic Foster Parent shall provide an initial in person orientation at time of placement, which shall include:
 - (a) Electronics use rules;
 - (b) House rules;
 - (c) Access to food; and
 - (d) Access to home and daily use resources.
- (3) The Professional Therapeutic Foster Parent shall post, review and provide each young person over the age of twelve (12) years the Your Rights Your Life document, which explains DCYF and the Contractor responsibilities to the young person. The form can be found here <https://www.dcyf.wa.gov/services/child-welfare-providers/contracted-services>.
- (4) The Program Manager or Case Manager shall provide a secondary orientation within forty-eight (48) hours of the young person's arrival, which shall include, but not limited to:
 - (a) Professional Therapeutic Foster Care program and agency overview; and

- (b) Behavioral expectations, rewards, consequences and what to expect as a general daily routine.

3. Individualized Screenings and Assessments

a. Safety and Supervision Plan

The Program Manager or Case Manager shall:

- (1) Develop a proactive Safety and Supervision Plan with input from DCYF or tribe when applicable, and from the young person within seventy-two (72) hours of their entrance into the PTFC home.
- (2) Ensure the Safety and Supervision Plan meet the developmental needs of the young person and family. The Contractor must make accommodations to meet the needs of young people and families with intellectual and developmental disabilities to ensure engagement in the development of the Safety and Supervision Plan.
- (3) Ensure the Safety and Supervision Plan must identify strategies to be used in managing behavior specific to the young person's support needs. This plan shall consider other household members to ensure their safety and protection.
- (4) Ensure family members and the Professional Therapeutic Foster Parent shall be involved in the development of the plans and shall have copies of the plans.
- (5) Ensure the Safety and Supervision Plan shall be reviewed at the first monthly CFTM, then every ninety (90) days from the young person's entrance into the PTFC program, or as the needs, issues, and/or behaviors of the child change.
- (6) Ensure the Safety and Supervision Plan must be available for all PTFC staff.
- (7) Ensure the Safety and Supervision Plan shall include the following components:
 - (a) Individualized Supervision Plan which addresses:
 - i. Supervision needs;
 - ii. Other young people with whom the young person will interact; and
 - iii. Supervision needs while in the community.
 - (b) Individualized Safety Plan which addresses:
 - i. Safety issues for the young person;
 - ii. Factors that may contribute to escalated behavior for the young person;
 - iii. Preferred response strategies for preventing or defusing escalated behavior;
 - iv. Back-up plan for de-escalating behavior;
 - v. Behavior management goals aimed at reduction of unsafe behaviors through skill

building; and

vi. Crisis response plan.

(8) Obtain signatures from the young person's DCYF Social Service Specialist and/or tribal case worker, parent, Professional Therapeutic Foster Parent, and the young person if thirteen (13) years or older.

(9) Document why the parent did not sign, if the parent signature is unattainable.

b. **Individualized Services and Treatment Plan**

The Program Manager or Case Manager shall:

(1) Develop an ISTP within thirty (30) days of the young person's start date in the PTFC program.

(2) Ensure the DCYF Social Service Specialist and/or tribal case worker, the Case Manager or Case Consultant, the young person, family members, and the Professional Therapeutic Foster Parent participate in the development and updating of the ISTP.

(3) Be responsible for the ISTP's content and must consider the opinions, thoughts, and suggestions of all CFT members in ISTP development.

(4) Meet the developmental needs of the young person and family. The Contractor must make accommodations to meet the needs of young people and families with intellectual and developmental disabilities to ensure engagement in the development of the ISTP.

(5) Be responsible for ensuring the needs stated in the ISTP are met.

(6) Ensure the ISTP must be readily available for the Professional Therapeutic Foster Parent and the young person's Therapeutic Support Team.

(7) Ensure the ISTP must address the major needs identified by DCYF in the referral and identify members of the child/family team.

(8) Be reviewed at the monthly CFTM and updated every ninety (90) days.

(9) Include the following components:

(a) An assessment of the young person and family's current level of functioning, strengths, treatment needs, and support needs. The WISe screen should be included if available;

(b) A permanency plan for the young person and an indication of how the current intervention strategies support the goals of the permanent plan. In addition to the primary plan, an alternate plan for permanency shall be included;

(c) The transition/discharge plan and estimated time frame for discharge. In collaboration and mutually agreed upon with DCYF, CFT members, and the young person, the targeted discharge date and transition plan;

(d) Goals that describe short-term benchmarks of success for the child and family. These benchmarks shall be used in determining when a child and family are ready for increased

contact and less intensive support;

- (e) Specific trauma-informed, culturally responsive, and LGBTQIA+ affirming strategies for the PTFC Parent and agency staff to use while working with the young person and family;
 - (f) Tribal Nation inclusion in the development of the ISTP and the strategies to ensure care is culturally responsive to the young person and family's needs;
 - (g) A description of how identified strengths and protective factors will be used to meet identified treatment and support needs. The young person and family self-identified strengths and protective factors are considered;
 - (h) A description of how identified strengths will help the young person and family achieve individualized goals;
 - (i) A description of how identified strengths will help the young person and family achieve Connection and Community Belonging goals;
 - (j) The young person's specific behavioral and mental health needs;
 - (k) A description of how identified strengths will help the young person and family overcome trauma;
 - (l) A method for meeting the young person's Sexual Orientation, Gender Identity, and Expression needs and providing LGBTQIA+ affirming care;
 - (m) A method for meeting the young person and family's cultural needs and preferences;
 - (n) A method for meeting the young person's developmental and intellectual and developmental disability needs;
 - (o) A method for assigning lead responsibility and timeframes for the completion of treatment and tasks to be completed by members of the support system;
 - (p) A method for identifying child/family team members and their role in providing support to the child/family team. Documentation of how family members are integrated into the treatment process, including outreach efforts to engage family members, both chosen and biological into the team; and
 - (q) Independent Living Service Plan (ILS) for all young people who are age fifteen (15) or over.
 - (r) Young person led, life skill support in the home environment and plan for all young people in the PTFC program.
- (10) Obtain signatures from the young person's DCYF Social Service Specialist and or tribal case worker, parent, Case Manager or Case Consultant, Professional Therapeutic Foster Parent, and the young person if thirteen (13) years old or older.
- (11) Document why the parent did not sign, if the parent signature is unattainable.

c. **Children's Functional Assessment Rating Scale (CFARS)**

- (1) The Program Manager or Case Manager shall complete a CFARS on each young person within fourteen (14) days of entry.
- (2) For young people in PTFC longer than thirty (30) days, the Program Manager or Case Manager shall, at a minimum, complete a CFARS at ninety (90) day intervals.
- (3) The Program Manager or Case Manager shall complete a CFARS on young people within thirty (30) days prior to exiting PTFC.
- (4) The Program Manager or Case Manager shall document current and previous CFARS scores and any changes to the domains be documented in the ISTP.

d. **Health Assessment and EPSDT**

- (1) The Professional Therapeutic Foster Parent shall:
 - (a) Complete a health assessment within twenty-four (24) hours of placement. The health assessment shall include, but not limited to the following:
 - i. Identification of chronic medical issues;
 - ii. Identification of immediate health concerns;
 - iii. Identifications of follow-up action needed;
 - iv. Identification if an emergency or medical appointment visit is necessary immediately;
 - v. Identification if the EPSDT needs to occur; and
 - vi. Signature of the Professional Therapeutic Foster Parent completing the form, along with the time and date completed.
 - (b) Ensure the young person is assessed to identify any emergent or chronic health needs that require immediate attention;
 - (c) Arrange for an EPSDT screening by the young person's physician for each young person within thirty (30) days of placement within their home;
 - (d) Ensure the young person has the information needed to make choices regarding their own treatment and services If the young person does not have a physician;
 - (e) Facilitate the process for the young person to obtain an inter-periodic screening, If a young person has a current EPSDT exam that occurred within the last year and is not presenting with any health issues upon placement;
 - (f) Facilitate annual EPSDT health screenings thereafter;
 - (g) Document the date and outcome of the EPSDT in the monthly progress report and ISTP and include the assessment as an attachment to the monthly progress report;
 - (h) Follow through with obtaining or providing any recommended treatment or services; and

- (i) Ensure a licensed professional healthcare provider perform the EPSDT screening.
- (2) The Contractor shall ensure a Health Assessment report is completed and they receive a copy within twenty-four (24) hours.

e. **Commercially and Sexually Exploited Children (CSEC)**

- (1) The Program Manager or Case Manager shall use CSEC screening tools as they are developed and in consultation with the DCYF Missing and Exploited Youth Program Manager or DCYF Regional CSEC Leads.
- (2) More information about Commercially and Sexually Exploited Children can be found at <https://humantraffickingsearch.org/resource/foster-parents-guide-commercial-sexual-exploitation-children-csec-human-trafficking/>.
- (3) If the young person is identified CSEC, the Program Manager or Case Manager shall ensure the young person, family, and caregivers receive the appropriate services and supports to meet their needs, including but not limited to:
 - (a) Notifying the DCYF Social Service Specialist and/or tribal case worker and informing them about the need for a CSEC Screen;
 - (b) Developing a safety and supervision plan in consultation with the young person and family;
 - (c) Ensuring the young person's therapeutic needs are being met by a provider knowledgeable about CSEC; and
 - (d) Young person voice and choice is at the center of their care, services, and support received.

f. **Substance Use**

- (1) The Program Manager or Case Manager shall use screening tools in consultation with the DCYF Substance Use Disorder Program Manager. Screening tools include but are not limited to:
 - (a) Teens Screening Tool found at <https://nida.nih.gov/s2bi/>.
 - (b) Gain Instruments found at <https://gaincc.org/instruments/>.
- (2) If the young person has identified substance use treatment needs, the Program Manager or Case Manager shall ensure the young person, family, and caregivers receive the appropriate services to meet their needs, including but not limited to:
 - (a) Notifying the DCYF Social Service Specialist and or tribal case worker and informing them about the substance use screen;
 - (b) Developing a safety and supervision plan in consultation with the young person and family;
 - (c) Using harm reduction models;
 - (d) Ensuring the young person's therapeutic needs are being met by a provider knowledgeable about substance use disorder; and

(e) Young person voice and choice is at the center of their care, services, and support received.

g. Youth Returning from Missing from Care

(1) The Contractor shall:

(a) Assist the Social Service Specialist or tribal case worker in completing a run debriefing interview by ensuring the young person is available and attending the interview as appropriate. A copy of the run debriefing form 15-309 can be accessed at: <https://www.dcyf.wa.gov/forms>.

(2) The Program or Case Manager shall coordinate the development of a run prevention plan with the young person, PFTC Parent and DCYF Social Service Specialist and or tribal social worker. Based on information obtained in the debriefing interview, this plan shall contain targeting interventions designed to reduce the likelihood the young person will run again.

4. Individualized Planning and Support

a. Child and Family Team

(1) The Contractor shall ensure the young person and family have a role in identifying people who should be on the child and family team.

(2) The Contractor shall create a team composed of natural and system supports to include, but not limited to:

(a) Young person;

(b) DCYF Social Service Specialist and DCYF Intensive Resource Program Consultant;

(c) Parent(s);

(d) Family members;

(e) Other identified supportive adults;

(f) Tribal representative if applicable;

(g) Legal Parties;

(h) Professional Therapeutic Foster Parent;

(i) The Case Manager or Case Consultant; and

(j) Other service professionals involved with the young person and family (therapist, WISE team, Coordinated Care, school connections and treehouse advocates, DDA, JRA, etc).

(3) In the event a Child/Family Team has already been developed, the contractor shall work cooperatively with the existing team.

(4) The Contractor, DCYF Social Service Specialist, and/or tribal case worker and child/family team shall continually evaluate team membership and appropriate adjustments shall be made.

- (5) The Contractor shall ensure the CFT be a key component in developing the support network necessary for a young person to make a successful transition from resource intensive care to less intensive services.
- (6) The Contractor shall ensure that the team is involved in the development of the ISTP and involved with all major decisions pertaining to the young person.
- (7) In accordance with the young person's best interest and case plan, the Contractor will facilitate participation of family members, documents outreach efforts to those family members, and maintain contact information of all CFT members.
- (8) If the young person is involved in Wraparound Intensive Service (WISe), the Child and Family Team shall collaborate with the WISe team forming one Child and Family Team.
- (9) Child and Family Team Meeting (CFTM)
 - (a) The Program Manager or Case Manager shall:
 - i. Have the responsibility of convening and developing the framework for an individualized (CFTM). The CFTM is an opportunity for the young person and all members of the CFT to attend, speak and have input. CFTMs shall be convened in collaboration with the DCYF Social Service Specialist and must occur monthly with the first one being within thirty (30) days of intake.
 - ii. Be responsible for facilitating the CFT meetings unless otherwise instructed by the DCYF Social Service Specialist and or tribal social worker.
 - iii. Ensure the CFTM be an individualized care planning and management process to collaboratively develop an individualized plan, implement this plan, monitor the efficacy and work towards the problem-solving skills, coping skills, and self-efficacy of the child and family members.
 - iv. Participate in FTDMs, shared planning meetings, Child Protective Team (CPT) meetings, prognostic staffing's, fatality reviews, or any other formalized staffing's when requested by DCYF to attend specific meetings or staffing's.
 - (b) These meetings are designed to engage the child and family in order to maximize their respective involvement in the case plan and follow a wraparound approach. They must be held at a time and place convenient for the family. The young person and family must have input in the development of the permanency plan.
 - (c) The CFTM shall include conversations about the following, at a minimum:
 - i. Identified young person's and family strengths and successes;
 - ii. Any barriers or challenges that may prevent achievement of goals outlined in the ISTP;
 - iii. Strategies to address barriers and challenges;
 - iv. Type, frequency and quality of contact with family of origin and/or family resource to include evidence/documentation that the CFTMs are held at a time and place convenient for the family;

- v. Primary and alternate permanency goals and progress in identifying and finding a permanent home, including the targeted transition placement and exit date (if identified);
- vi. Educational progress;
- vii. Progress in achieving young person led skills for independence in the home setting;
- viii. Frequency and quality of connection to chosen and biological family members;
- ix. Frequency and quality of engagement in activities and areas of interest;
- x. Any modifications to the ISTP;
- xi. Safety and Supervision Plan;
- xii. Young person's transition plan, changes to the transition plan, and/or needs and goals of the Identified Transition Family;
- xiii. After-care plan;
- xiv. Family Finding efforts, goals and progress;
- xv. Decision to continue services past the eighteenth (18th) birthday for a young person who are seventeen-half (17.5) and older and young person's eligibility for extended foster care;
- xvi. Any WISE screens/evaluations completed, or the results and any WISE services or other mental health services provided; and
- xvii. Any medical, dental or service appointments that occurred since the last CFTM/progress report and outcomes or required follow up that is needed.

(d) In the event that the Program or Case Manager is unable to attend a meeting or staffing, the Program or Case Manager shall provide a written report of information needed for the meetings or staffing.

b. Transition Planning

(1) The Program Manager or Case Manager shall:

- (a) Develop a Transition Plan in consultation with the Child and Family Team within thirty (30) days of placement and reviewed every thirty (30) days at the CFTM. Transition Plan shall include but not limited to:
 - i. Identified Transition Family names and contact information when applicable;
 - ii. Strategies to engage the extended, chosen, or immediate family members in the young person's care, mental and behavioral health, and permanency;
 - iii. Goals and strategies to connect the young person to extended, chosen, or immediate family members;

- iv. Goals and strategies to connect young people to their identified home community and areas of interest;
 - v. Therapeutic interventions used and strategies to maintain engagement beyond PTFC;
 - vi. Independent Living Skill goals and strategies to maintain learning and engagement beyond PTFC;
 - vii. Goals and strategies to meet educational needs beyond PTFC; and
 - viii. Goals and strategies to meet health and medical needs beyond PTFC.
 - ix. The Transition Plan shall prioritize the young person's voice and choice.
- (2) The Contractor and DCYF shall mutually agree on a targeted transition placement. The DCYF identified permanent plan, in accordance with the young person's legal case, shall be prioritized if differences of opinion occur.

5. Individualized Services and Psychosocial Supports

a. Life Skills

- (1) The Contractor shall:
- (a) Provide young people in the PTFC home Independent Living and Life Skills in a natural, young person led environment;
 - (b) Provide young person opportunities to practice goal setting and developing plans to increase independent living skills; and
 - (c) Provide Life skills for young people with enrichment opportunities they will need in young adulthood.
- (2) The Professional Therapeutic Foster Parent shall:
- (a) Provide life skills for the young person that primarily focuses on successful school achievement and the skills critical for negotiating early adolescence; and
 - (b) Assist young people with enrichment opportunities regarding life skills that they will need upon turning age eighteen (18). Such essential skills will help ensure the young person's ability to live independently.
- (3) Goals identified by the young person and CFT shall occur in a natural, home setting, with assistance from the PTFC Parent when appropriate.
- (4) In coordination with the assigned DCYF Social Service Specialist and/or tribal case worker and where services are available, the Contractor shall ensure all ILS eligible young people ages fifteen (15) to twenty (20) be referred for services to a DCYF contracted ILS provider.
- (5) The Program or Case Manager will incorporate goals and services into the ISTP.
- (6) The Contractor shall document services provided quarterly via FamLink or a DCYF form which

will be inputted into the National Youth in Transition Database (NYTD) to track the state's efforts towards helping dependent youth successfully transition into adulthood. More information regarding the NYTD requirement can be found via <https://www.acf.hhs.gov/cb/fact-sheet/about-nytd>.

b. **Counseling**

(1) The Contractor shall ensure services provided to the young person follow the ISTP or the ISTP is updated based on recommendations by the Treatment Professional.

(2) **Individual and Group**

(a) Services shall be tailored to the young person in their individual plan and be available in an individual or group setting as needed.

(b) Services shall meet the young person where they are and include Telehealth, group, individual, and in-person options at the young person's request.

(c) Services shall be directed exclusively toward the treatment of the young person.

(3) **Family Counseling**

(a) The Contractor shall support the young person's transition to their next home by providing Family counseling when appropriate and based on the ISTP.

(b) Services shall meet the family where they are and include Telehealth, group, individual, and in-person options at the young person's request.

(4) The Case Manager shall:

(a) Provide intake assessment to drive the course of counseling including a written report of a client's cognitive, emotional, behavioral and social characteristics based on direct examination and interview, appropriate testing, collateral contacts and records review;

(b) Provide counseling services, using (in order of preference): (1) Evidence-Based, (2) Promising Practice or (3) Recognized Therapeutic Techniques, to assist an individual, individuals, or a family in amelioration or adjustment of mental, emotional or behavioral problems;

(c) Ensure services are culturally responsive and tailored to meet the unique needs of the young person and family. Culturally responsive services designed to meet the needs of the young person and family may be prioritized;

(d) Seek consultation with an explanation that consultation may be used when the contractor is unable to meet the cultural, SOGIE, or other individual needs of the young person or family;

(e) Provide a written intake assessment report to the DCYF Social Service Specialist and or tribal social worker within thirty (30) days from the time of the initial intake appointment. Information and conclusions contained in intake assessment reports must include the following:

i. Contacts with the client, including dates and duration of contact, and location where

- intake assessment was conducted;
 - ii. Client background information and the source of the information;
 - iii. An account of the client's self-reporting, including how the client views their present situation and history;
 - iv. Types of assessment tools utilized, by whom, dates given, results, interpretation, and method of interpretation;
 - v. Diagnosis;
 - vi. Conclusions, including prognosis, needs and strengths; and
 - vii. Specific and detailed recommendations for services and treatment and the basis for the recommendations. Recommendations should include any modifications needed to tailor services for individuals with disabilities to ensure the individual has full and equal access to DCYF services.
- (f) Provide progress reports submitted by secure email to the DCYF Social Service Specialist for each client referred by DCYF at a minimum of quarterly, and then thirty (30) days after the conclusion of working with the client, and at a minimum shall include:
- i. Contacts with the client, including dates and duration of contact, and location where service was provided;
 - ii. Presenting symptoms, problems, strengths and assets;
 - iii. Clinical diagnosis;
 - iv. Brief treatment course, treatment goals and modality of therapy utilized;
 - v. Key findings and treatment results; and
 - vi. Recommendations, prognosis, barriers, and follow-up needed.
- (5) The Contractor shall work with DCYF Social Service Specialist and/or tribal case worker to refer the young person to a Community Provider using the young person's Medicaid when the young person transitions to their next home.
- (6) If the young person doesn't have Medicaid, the Contractor shall work with the DCYF social service specialist or tribal case worker to refer to a DCYF Contracted Professional Services Provider.
- (7) Telehealth Standards
- (a) Appropriate reasons for Telehealth Services:
- i. Reasonable accommodation for client(s) with a disability; or
 - ii. Client(s) are unable to participate in-person visits, and the DCYF Social Service Specialist and or tribal social worker, Contractor and client all agree to using telehealth.

- (b) Any telehealth service shall be matched to the needs of the client to be served. Not all potential clients may be appropriate candidates for telehealth services.
- (c) The Contractor will work with the DCYF Social Service Specialist and or tribal social worker to develop a plan and access to necessary equipment, if the client doesn't have access to equipment that has videoconferencing technology.
- (d) Videoconferencing equipment shall meet patient privacy, data security requirements consistent with this contract and applicable local guidelines as well as the requirements specified under HIPAA.
- (e) The Case Manager shall:
 - i. Assess client's ability to use the telehealth technology prior to initiating telehealth services with a client;
 - ii. Obtain and document appropriate informed consent for Telehealth encounters. Because of the unique characteristics of Telehealth, it is best practice for the informed consent to include:
 - (A) Reasonable understanding by all parties of the enabling technologies utilized, their capabilities and limitations, and a mutual agreement that they are appropriate for the circumstances;
 - (B) The credentials of the practitioner;
 - (C) Possibility of interruption caused by technology failure;
 - (D) Potential risks and limits to confidentiality and encryption methods to secure communication;
 - (E) Process for documentation and storage of information including how electronic information is stored, accessed, and disposed of;
 - (F) Methods, expectations, and frequency of contact and protocol for contact between sessions;
 - (G) Emergency contact information and plan;
 - (H) Involvement of third parties and procedures for coordination of care with other professionals;
 - (I) Conditions under which telehealth services are terminated and a referral for face-to-face care are made;
 - (J) Describing the technology to be used and what its use entails; and
 - (K) Disclosing the legal and ethical requirements associated with disclosure of information (e.g., sexual activity, substance use/abuse) to parents and guardians of adolescent patients. The client/patient, and when applicable, families/legal guardians, should be reminded of these requirements during the informed consent process.

- iii. Develop a safety plan that address the following topics for each client:
 - (A) Procedures for screening/assessing clients before initiating telehealth;
 - (B) Establishing back-up communication (landline/cell phone) in case connection is lost;
 - (C) Identify and document local resources. These should include collateral support, such as family members and contact information for local emergency response; and
 - (D) Verify client(s) physical location (if home-based). This information will be required if emergency services or referrals are needed.
- iv. Review Safety Plans and expectations with the young person and family; and
- v. Ensure safety planning needs to be an on-going process with risk assessments in every session.

c. **Milieu Services**

- (1) The Contractor will support the Professional Therapeutic Foster Parent to perform activities with young people in a natural, family home setting to normalize their psycho-social development, promote safety, and stabilize behavior.
- (2) Activities the Behavioral Case Aide are responsible for in the PFTC Home include, but not limited to:
 - (a) Monitoring and observing the young person to encourage appropriate behavioral responses; and
 - (b) Communicating to the Program or Case Manager observations and recommendations.
- (3) Activities the Professional Therapeutic Foster Parent responsible for in the PFTC Home include, but not limited to:
 - (a) Promoting living skills development in the home environment;
 - (b) Increase positive interpersonal interaction;
 - (c) Follow the ISP and coaching received while providing day-to-day supervision and care; and
 - (d) Incorporate and implement the ISTP.
- (4) The Program or Case Manager will track progress of goals identified within the ISTP.

d. **Crisis Counseling**

- (1) The Program or Case Manager shall make crisis counseling and support available to the young person and Professional Therapeutic Foster Parent on a twenty-four (24) hour basis. Crisis counseling will:
 - (a) Provide immediate, short-term intervention, and in-person if needed to assist the young person in responding to crisis and/or stabilize the young person's behavior until problems

- can be addressed in regularly scheduled counseling and therapy sessions;
 - (b) Provide in-person crisis intervention twenty-four (24) hours a day, seven (7) days a week when determined necessary by the Professional Therapeutic Foster Parent and agency crisis responder; and
 - (c) Incorporate and implement the ISTP and track progress of goals.
- (2) Case Managers may be the primary responders for crisis counseling and the Program Manager shall maintain a list of emergency contact names and numbers to support case management staff.

e. **Health and Well-Being**

(1) The Case Manager shall:

- (a) Include any services recommended by the young person's Primary Care Physician or other medical and mental health providers within the scope of their practice, aimed at reducing physical or mental disability of the young person and restoring the individual to their best possible functional level. Services include, but are not limited to:
 - i. Health maintenance;
 - ii. Disease prevention;
 - iii. Nutrition;
 - iv. Hygiene;
 - v. Pregnancy prevention; and
 - vi. Sexually transmitted infections.
- (b) Work with DCYF Social Service Specialist and/or tribal case worker to refer the young person to a Community Provider using the young person's Medicaid when the young person transitions to their next home;
- (c) Ensure compliance If a youth is prescribed psychotropic medication, with the provisions stated in:
 - i. RCW 13.34.060 Authorization of Routine Medical and Dental Care; and
 - ii. Chapter 71.34 RCW Mental Health Services for Minors.

(2) The Professional Therapeutic Foster Parent shall:

- (a) Provide activities specific to the child's behavior in the young person's setting in accordance with a Mental Health Specialist, physician etc.;
- (b) Mentoring young people in their daily mental health;
- (c) Coordinate healthcare services to include:

- i. Emergency care (via Medicaid);
- ii. Routine health care (via Medicaid);
- iii. Supporting sexual health including access to:
 - (A) Reproductive health;
 - (B) Gender affirming care; and
 - (C) Sexually transmitting disease education/awareness.
- (d) Providing first aid or treatment for minor injuries or illnesses that don't require a physician's treatment; and
- (e) Ensuring young people take medications in accordance with a physician's prescription.

f. **Case Aide Services Support**

- (1) Services are intended to provide trauma informed direct supervision that augments the supervision and activity plans for young people whose behaviors or developmental needs cannot be managed in the foster home or family setting without additional assistance.
- (2) The Contractor shall:
 - (a) provide ongoing training and support to Behavioral Case Aides to maintain and increase skills to work with young people with behavioral, mental health, intellectual or developmental disability needs.
 - (b) Establish a process for emergency medical treatment, in the event it may be necessary for the young person during provision of Case Aide Services.
- (3) The Behavior Case Aide shall:
 - (a) Always provide positive behavior support for the young person, that is appropriate considering the age and developmental/behavioral capabilities of the young person.
 - (b) Follow the established process for emergency medical treatment, in the event it may be necessary for the child during provision of Case Aide Services.
 - (c) Support the Professional Therapeutic Foster Parent for young people placed in their home by providing Case Aide Service Support to include, but not limited to:
 - i. Providing protective supervision for the young person at all times, that is appropriate for the young person-assessed level of supervision and is in accordance with the approved young person specific service and supervision plan.
 - ii. Providing positive behavioral support that ensure the health, safety, and well-being of the young person in their current placement and in the community.
- (4) Components of positive behavior support include:

(a) Supportive Environment

- i. A supportive environment ensures young people get their needs met when they use socially acceptable behaviors. It reduces a young person's need to use problem behaviors to obtain an adult response. Adults in a supportive environment:
 - (A) Acknowledge the young person's abilities and accomplishments;
 - (B) Notice what the young person's does right and encourage more of that behavior;
 - (C) Balance predictability and consistency with an ability to respond quickly to changes in the young person's life and behavior; and
 - (D) Recognize stressful circumstances (such as poor sleep, hunger, illness, parental visits, or court dates) and make reasonable adjustments in expectations for the young person's.

(b) Skill development

- i. Adults increase behavioral control skills in children by:
 - (A) Explaining what is expected;
 - (B) Redirecting ineffective behavior;
 - (C) Offering choices;
 - (D) Modeling how to negotiate and problem solve;
 - (E) Supporting the young person's efforts to effectively control their own behavior;
 - (F) Being aware of and managing their own responses to challenging behaviors;
 - (G) Providing a daily structure which supports the young person's need for consistency;
 - (H) Developing a list of response options and matching the intensity of the adult
 - (I) Response to the seriousness of the young person's behavior;
 - (J) Giving consequences for unacceptable behavior; and
 - (K) Encouraging each young person to be appropriately involved in school and community activities.

(c) Health care

- i. Prompt assessment of any ongoing or suspected medical condition allows adults to better understand what behaviors can reasonably be expected of a young person's. Adults ensure appropriate health care by:
 - (A) Acting on concerns they have about a young person's health;
 - (B) Educating themselves about the nature of the young person's illness or condition and

its expected effects on the young person's behavior; and

(C) Educating themselves about prescribed medications and possible side effects.

g. **Connection and Community Belonging**

(1) **The Contractor shall:**

- (a) Provide Connection and Community Belonging services to young people and their families, chosen and biological, and/or next placement.
- (b) Connect young people to their families, both chosen and biological. Young people shall be consulted regarding who and when they want to connect with. Services shall include but are not limited to:
 - i. Family finding in collaboration with DCYF and/or tribal case worker;
 - ii. Follow through with contact once family is located;
 - iii. Facilitated, and therapeutic when appropriate, connection in person, by phone, and/or virtual;
 - iv. Funding and resources to help young people connect with family members; and
 - v. Family Finding goals and progress assessed monthly with the young person, family, and members of the CFT and adjusted to meet the needs of the young person and their case plan.
- (c) Assist DCYF and/or the tribe to locate the least restrictive placement setting for the young person if kin are not located by engaging the young person, PTFC Parent, and family members. Other placement setting may include, but are not limited to:
 - i. Family foster home;
 - ii. Emerging Adult Housing Program (EAHP);
 - iii. Independent living setting; and
 - iv. Extended foster care.
- (d) Promote young person-led engagement in their home or chosen community preference and support the young person to engage in services and activities in their home community.

(2) **The Program or Case Manager shall:**

- (a) Support the young person's transition to their next home by providing:
 - i. Transition planning;
 - ii. Clearly identified transition goals in the young person's ISTP;
 - iii. Visits; and

- iv. Family counseling when appropriate.
- (b) Provide the identified transition family while the young person is in the PTFC Program, the following services:
 - i. Family counseling as appropriate;
 - ii. Family Visits;
 - iii. After-care support planning as needed; and
 - iv. Services and supports identified by the CFT.
- (c) Provide transition planning and support to the young person's next placement as referenced in **Section 4.b** if other than an identified transition family per the ISTP.
- (d) Ensure the young person's identified transition family or placement is prepared and ready to accept the young person into their home or program as identified by the CFTM and outlined in the ISTP, including but not limited to:
 - i. Assess and make available training, skills and competencies as defined by the young person's Child and Family Team in the areas of trauma-informed, culturally responsive, and LGBTQIA+ affirming care;
 - ii. Access to supports in the community that support the young person's growth and development; and
 - iii. Access to resources to help the young person maintain the quality of care received in the PTFC program.
- (e) Ensure to incorporate goals and services into the ISTP.
- (f) As part of the Professional Therapeutic Foster Parent's daily care and supervision, ensure to:
 - i. Independently coordinate and meet the young person's access to needed services;
 - ii. Actively support the DCYF reunification, service plan, and permanency plan in consultation with assigned DCYF or Tribal Case Worker.
 - iii. Facilitating biological or chosen family connections in person, virtually, and by phone identified through the young person, the Contractor, DCYF, and/or tribe;
 - iv. Sharing stories, pictures, and/or videos with family members;
 - v. Engaging family members in the young person's day-to-day activities through phone calls, emails, text messages, and other forms of communication agreed between the PTFC Parent and family member;
 - vi. Providing, at minimum, weekly updates, including regularly communicating with family about how the young person is doing; and

- vii. Assisting the young person in finding activities which bring them joy, and helping them join teams, clubs, classes and/or community activities. Assistance includes but is not limited to:
 - (A) Asking the young person about activities or interests they enjoyed in the past;
 - (B) Asking the young person about activities or interests they would like to participate;
 - (C) Making phone calls or sending emails alongside the young person or on the young person's behalf that will help them engage in activities or interests;
 - (D) Researching and exploring activities or interests alongside the young person;
 - (E) Transporting and supporting the young person to attend or participate in activities or interests using youth incidentals and activity funds included in the rate as identified in the Fee Table;
 - (F) Activity and incidental funds are specifically to pay for a young person's chosen activities or items and includes a young person's allowance; and
 - (G) Items purchased with these funds cannot be considered basic needs or daily living items.

h. **Aftercare**

- (1) The Contractor in agreement with DCYF the Intensive Resources Program Consultant and/or tribal case worker, may provide six (6) months of aftercare services under their In-Home Behavior Rehabilitation Contract for young people discharging from a PTFC home to the extent applicable and in accordance with the transition plan developed by the child and family team.
- (2) There are circumstances where aftercare post discharge may not be applicable or realistic to provide. Such as, but not limited to:
 - (a) WISE provided;
 - (b) Distance to young person's new placement in a different region and travel to the young person's home exceeds one hundred (100) miles, and/or there is a provider closer to the family able to provide after care;
 - (c) The CFTM determines after care is not necessary or appropriate at this time;
 - (d) Guardianship is established;
 - (e) Young person is adopted; or
 - (f) Dependency is dismissed.
- (3) If needed, DCYF will contract with another Contractor within the discharge placement area for after-care support to support the young person being served in their preferred community and/or community of origin. If this is necessary, both Contractors will work collaboratively on the transition/discharge service plan and with the Child and Family Team for the young person and family receiving after-care services.

- (4) All after-care services must be approved in writing by the DCYF Intensive Resources Program Supervisor prior to delivery of services.
- (5) The Contractor shall review the after-care safety plan with the young person's:
 - (a) DCYF Social Service Specialist and/or tribal case worker ;
 - (b) Parents;
 - (c) Individuals who have regular contact with the young person;
 - (d) Treatment providers; and
 - (e) Others who have a role in monitoring the young person's safety.

6. Service Delivery Methods and Expectations

a. Service Expectations

- (1) The Contractor shall:
 - (a) Collaborate with behavioral health professionals from the Managed Care Organization and/or Indian health Services;
 - (b) Ensure Health Professionals are included as part of the child and family team, or the Contractor must participate and be a member of any MCO/county wraparound team that has been formed for the young person.
 - (c) Take into consideration the young person's voice and choice regarding services. The Contractor and Professional Therapeutic Foster Parent shall ensure the young person has information about making choices regarding their own services. The young person can find information about services here <https://www.dcyf.wa.gov/services/foster-youth>.
 - (d) Seek additional consultation outside the agency when it meets the needs of the young person and family, is culturally responsive, LGBTQIA+ affirming, and trauma informed.
 - (e) Utilize educational advocate resources to ensure the youth is receiving all appropriate services to include Treehouse and Partnerships for Action, Voices for Empowerment (PAVE);
 - (f) Assist young people's access to direct financial aid or scholarships;
 - (g) Assist the Professional Therapeutic Foster Parent provide transportation to young people if the Professional Therapeutic Foster Parent has prior conflicts;
 - (h) Assist Respite homes provide transportation to young people, when Respite home have prior conflicts; and
 - (i) Assist with transportation of young people upon transition into and out of their program.
- (2) The Case Manager shall:

- (a) Meet with the child in private at the PTFC home at least once monthly
- (b) Develop and provide oversight of the ISTP; communication and coordination with community partners, family, Professional Therapeutic Foster Parent, DCYF staff, and other child/family team members;
- (c) Assist the DCYF Social Service Specialist and/or tribal case worker in implementing the permanent plan for each young person;

b. **Service Delivery Methods**

(1) **The Contractor shall**

- (a) Have available the capacity to offer a variety of safety/supervision strategies as appropriate for a young person's assessment needs to include, but not limited to:
 - i. Additional supervisory staff (including Behavioral Case Aides);
 - ii. Respite care; and
 - iii. Safety related items (door alarms, window alarms, etc.).
- (b) Ensure each Professional Therapeutic Foster Parent home has an individual sleeping room for young people placed within this program.
- (c) Ensure services be individualized and respond to the identified needs of the young person and family. Recommendations from DCYF generated or acquired evaluations or screenings shall be considered in the ISTP.
- (d) Include the young person in decisions about family members, biological or chosen, they connect with in person, by phone, virtually, and other methods.
- (e) Follow the DCYF young person's permanent plan, including both the DCYF and tribe's permanent plan, and engage the young person's next caregiver in:
 - i. Transition planning;
 - ii. Therapeutic supports and interventions;
 - iii. CTFMs;
 - iv. Decision making; and
 - v. Frequent contact and opportunities for connection.
- (f) Ensure services are accessible to young people and families with Intellectual and Developmental Disabilities (IDD).
- (g) Collaborate with the Developmental Disabilities Administration and other agencies as appropriate to meet the needs of young people and families with IDD.
- (h) Ensure services shall be developmentally appropriate for each young person.

- (i) Ensure the Professional Therapeutic Foster Parent provides services as identified in this exhibit.
- (j) Ensure services be LGBTQIA+ affirming and meet the individual Sexual Orientation, Gender Identity, and Expression (SOGIE) needs of the young person and their extended, chosen, and/or immediate family to include, but not limited to:
 - i. The young person and family shall be consulted in their SOGIE needs and this will be reflected in the Individualized Service and Treatment Plan;
 - ii. The Contractor shall use the young person's chosen name and pronouns;
 - iii. The young person will have opportunities to engage in developmentally appropriate LGBTQIA+ affirming activities in the community; and
 - iv. Will consult Coordinated Care, Indian Health Services, and/or other Managed Care Plan and the DCYF or tribal case plan for information and guidance on the young person's health, mental health, and wellbeing.
- (k) Ensure services are culturally responsive, to include but not limited to:
 - i. The young person and family shall be consulted in their cultural needs and help to identify their unique needs;
 - ii. Cultural needs shall be identified in the Individualized Service and Treatment Plan and be trauma informed;
 - iii. The young person is connected to their cultural community once the young person has expressed interest in the connection; and
 - iv. Tribal Nations shall be included in planning and decision making in providing culturally responsive care.
- (l) Ensure services are based in a trauma informed model, this model is designed to address the needs, including clinical needs as appropriate and is able to implement the treatment identified by the qualified individual conducting the required assessment. Contractor will:
 - i. Routinely screen for trauma exposure and related symptoms;
 - ii. Routinely screen for protective factors from the impacts of trauma;
 - iii. Make resources available to young people and families, on trauma exposure, its impact, and treatment;
 - iv. Engage in efforts to strengthen the resilience and protective factors of young people and families impacted by and vulnerable to trauma;
 - v. Address parent and caregiver trauma and its impact on the family system;
 - vi. Emphasize continuity of care and collaboration across child-service systems; and
 - vii. Work with the Professional Therapeutic Foster Care Program Manager, Intensive

Resources Program Consultant, and/or tribal case worker to ensure the trauma informed model is appropriate and effective.

c. **Residence, Food, Clothing, and Essentials**

(1) The Contractor shall ensure the Professional Therapeutic Foster Parent provides:

(a) A place of residence, food, replacement clothing and essentials for life.

(2) The Professional Therapeutic Foster Parent shall ensure:

(a) A standard inventory of clothing in the correct size and in good repair must always be available to the young person, including at the time of discharge. This will include, but not be limited to:

- i. Five (5) bottoms for cold weather;
- ii. Five (5) bottoms for warm weather;
- iii. Five (5) tops for cold weather;
- iv. Five (5) tops for warm weather;
- v. Two (2) jackets including one for cold weather;
- vi. Two (2) pairs of shoes;
- vii. Seven (7) pieces of underwear;
- viii. Three (3) bras (if appropriate);
- ix. Seven (7) pairs of socks; and
- x. Three (3) pairs of pajamas.

(b) The young person have input on the clothing purchased for them and participate in the purchase of the clothing if they choose to do so.

d. **Education Support**

(1) The Professional Therapeutic Foster Parent shall:

- (a) Work with and consult with the young person's educational advocate and CFT to ensure educational needs are met, including formalized tutoring;
- (b) Facilitate school enrollment, attendance and participate in special education planning and the implementation of IEP or 504 plans;
- (c) Provide access to school supplies;
- (d) Provide transportation to school or make arrangements for transportation by the school district;

- (e) Assist youth in applying for financial aid or scholarships; and
- (f) Provide support for engaging in extracurricular activities (i.e. sports, academics, student clubs, etc.).

e. **Transportation Support**

- (a) As part of the Professional Therapeutic Foster Parent's daily care and supervision, ensure transportation to the following, but not limited to:
 - i. Educational services;
 - ii. Recreational activities;
 - iii. Medical services;
 - iv. Counseling and/or other therapeutic services; and
 - v. Community support development opportunities and appointments.

f. **Access to Electronics and Personal Communication Devices**

(1) The Case Manager shall:

- (a) Discuss and collaborate with the DCYF Social Service Specialist and/or tribal case worker to determine whether there are individuals with whom contact is not allowed or are any other circumstances that require monitoring of communications;
- (b) Ensure the communication plan be developed with the DCYF Social Service Specialist and/or tribal case worker;
- (c) Ensure the Communication plan shall be given to the Professional Therapeutic Foster Parent;
- (d) Ensure young people have reasonable access to uncensored communication with parents, relatives, and other people important to them. This includes the use of and access to individual cell phones and other electronic devices within the PFTC home as well as out in the community;
- (e) Ensure restrictions to any communication or electronic device shall be addressed in the Contractor's policies and procedures and included in an orientation to occur with the young person prior to or upon arrival into the program;
- (f) Ensure safety issues identified by DCYF or the Contractor that limit cell phone or electronic device use must be addressed immediately with the young person's team to include the young person, Contractor, PFTC Parent and assigned DCYF staff and/or tribal case worker. The team needs to communicate reasoning behind the restriction, duration or location of restriction and develop a plan to avoid future restrictions during the young person's stay;
- (g) In limited circumstances with approval by the DCYF Social Service Specialist and or tribal case worker, electronic and personal communication device usage may be restricted based on individual risk factors.

(2) The Professional Therapeutic Foster Parent will ensure that:

- (a) Young people shall have reasonable access to uncensored communication with parents, relatives, and other people important to them;
- (b) Communication restrictions must be based on pending investigation or an identified safety issue and be addressed in a court order or individual service plan;
- (c) Restrictions must be time limited, and shall provide an alternative for young persons to communicate with parents, relatives, DCYF and other important people in their lives via program telephone or other virtual options during the restricted time;
- (d) Child safety issues must be addressed prior to allowing the young person to participate in any communication with parents, relatives or people important to the young person.
- (e) Unless such circumstances dictate, young people shall be allowed uncensored mail, calls, and electronic communications.

7. Professional Therapeutic Foster Parent

a. Orientation, and Assessment

(1) The Contractor shall ensure the PTFC Parent receives an orientation to the program, assessment and planning, before accepting a young person into their home.

(a) Orientation

Orientation shall not exceed twenty-four (24) hours and shall include the following:

- i. Program introduction to agency goals, policies, and procedures;
- ii. Introduction to PTFC participants and their roles;
- iii. Introduction to the agency mission and vision;
- iv. A visit to the contracting agency and introduction to staff;
- v. Introduction to PTFC program goals and partners;
- vi. Overview of therapeutic strategies used in PTFC and the emergency response plan, and the Contractor checks for understanding;
- vii. Review the PTFC contract, and the Contractor checks for understanding; and
- viii. Review PTFC Parent reporting and documentation expectations and standards, and the Contractor checks for understanding.

(b) Assessment and Planning

Assessment and Planning will occur in collaboration with the PTFC Parent, which will not exceed thirty (30) hours, and include the following but not limited to:

- i. An assessment of the PTFC Parents' current level of training and qualifications;
- ii. An assessment of the secondary caregiver's current level of training and qualifications;
- iii. Development of and Individualized Professional Therapeutic Foster Care Training Plan for all caregivers in the home. The PTFC Parent Training Plan shall include the following but not limited to:
 - (A) Program orientation plan, schedule, and dates complete;
 - (B) Pre-service training requirements with plan, schedule, and dates complete;
 - (C) Documentation of training and/or onboarding waiver and justification;
 - (D) Onboarding plan, schedule, and target dates;
 - (E) Coaching plan, schedule, and target dates;
 - (F) PTFC Parent strengths;
 - (G) PTFC Parent areas of growth; and
 - (H) List of ongoing training and tasks to complete and the timeframe to complete them.
- iv. Assessment of the home environment and readiness to support young people with complex needs. The Contractor supports the PTFC Parent to make changes to the home environment as appropriate;
- v. Development of an interest and bio sheet for young people and families to reference when transitioning to PTFC;
- vi. Development of a connection and resource sheet with the PTFC Parent using the ecological systems approach to identify natural support and community that will aid the PTFC Parent in supporting young people and families; and
- vii. Support the PTFC Parent in attending support groups hosted by the Contractor or other agency, and check-in with the PTFC Parent.

b. **Ongoing Support**

- (1) The Program Manager shall provide support to the Professional Therapeutic Foster Parent as follows:
 - (a) Staying up to date on training and provide the Professional Therapeutic Foster Parent opportunities to learn new skills;
 - (b) Develop a Professional Therapeutic Foster Parent Individual Training Plan with the Professional Therapeutic Foster Parent and assess the plan at least every six (6) months, more if the Professional Therapeutic Foster Parent has additional training plan needs and/or the needs of the young person in their care require an update to the training plan; and
 - (c) Provide ongoing training as needed that corresponds to the needs identified in the

Professional Therapeutic Foster Parent Training Plan.

c. **Coaching**

(1) The Program Manager shall:

- (a) Provide coaching to the Professional Therapeutic Foster Parent for the entirety of their role as a PTFC Parent to ensure demonstrated competency as required by the training plan.
- (b) Stay up to date on coaching practices and provide the Professional Therapeutic Foster Parent opportunities to learn new skills.
- (c) Clearly define coaching support needs in the Individual Training Plan
- (d) Provide at least two (2) hours of coaching to the PTFC Parent a week. Coaching shall include but not limited to:
 - i. In-person;
 - ii. Virtual;
 - iii. One-on-one;
 - iv. Group setting; and
 - v. Communities of Practice.
- (e) Determine additional coaching is necessary, including but not limited to:
 - i. There is an increase of incidents in the home, including incident reports;
 - ii. An increase in crisis supports needs;
 - iii. The Professional Therapeutic Foster Parent expresses need for support;
 - iv. The Professional Therapeutic Foster Parent requires skills to meet the individual needs of a young person;
 - v. The Contractor notices signs of stress or fatigue in the Professional Therapeutic Foster Parent; and
 - vi. The young person in the home has specific needs requiring a particular skill set.
- (f) Ensure coaching is Professional Therapeutic Foster Parent led and the Professional Therapeutic Foster Parent has input in their PTFC Parent Individual Training Plan.
- (g) Ensure the Professional Therapeutic Foster Parent has a method of communicating when they want a change to their Individual Training Plan.
- (h) Follow through with changes as appropriate and safe for the young person and family.

d. **Foster Parent Support Services**

(1) The Program Manager shall:

- (a) Provide group Peer Support to PTFC Parents at least monthly. The Contractor shall support Peer Support in the following ways:
 - i. Providing time and physical space as appropriate;
 - ii. Set up and coordinate virtual meeting space;
 - iii. Facilitation if desired by the PTFC Parent group;
 - iv. Providing childcare as needed;
 - v. Providing a supportive alternative space for older young people, physically or virtually that meets the young people's mental/behavioral health, developmental, and physical needs;
 - vi. Providing funding and resources, including but not limited to:
 - (A) Facility space;
 - (B) Entertainment if young people are in attendance.
- (b) Incorporate PTFC Parent voice in the design of the Support Group.
- (c) Ensure the Peer Support Group is PTFC Parent led and ran, and the Program Managers role is supportive.

(2) The Contractor shall:

- (a) Initiate and participate in weekly treatment/support meetings with the PTFC Parent to support the service plan and the young person's success in the home;
- (b) Provide staff for the weekly treatment/support meetings, which may include but not be limited to:
 - i. Program Manager;
 - ii. Case Manager;
 - iii. Other Professional Therapeutic Foster Care Parent;
 - iv. Clinical consultant; and
 - v. Behavioral Case Aides.
- (c) Ensure the PTFC Parent receives support to provide visits to family members, chosen and biological, in the least restrictive setting possible. Support shall include but is not limited to:
 - i. Funding and resources to engage family members and young people as identified in the ISTP in activities and community;
 - ii. Coaching and mentoring the PTFC Parent in effective communication and conflict

resolution;

iii. Coaching and mentoring the PTFC Parent to work with families with IDD; and

iv. Providing PTFC mental health support and encouraging and supporting PTFC Parent self-care.

(d) Have the ability to provide On-call, in-person relief/coverage response during non-business hours by staff.

e. **Professional Therapeutic Foster Parent Expectations**

(1) The contractor will ensure the PTFC parent understands they are expected to accept young people who are referred for placement and services.

(2) The Professional Therapeutic Foster Parent shall:

(a) Serve as the primary caretaker for the young people placed in their home, assuming direct responsibility for daily management of the child's emotional and/or behavioral needs;

(b) Model appropriate problem-solving, communication, conflict resolution, emotion regulation and other social skills;

(c) Be culturally responsive, trauma informed, and LGBTQIA+ affirming. PTFC parents shall be willing to work and grow in these areas with the understanding that each young person and family are unique and will require new PTFC Parent skills and competencies;

(d) Use the young person's chosen name and pronouns;

(e) Listen and incorporate the young person's voice and opinion regarding treatment planning, general care, and future goals and plans, assisting the young person to advocate for themselves, and advocating for the young person when necessary;

(f) Ensure the young person has the information needed to make choices regarding their own medical, health, wellbeing, mental/behavioral health, and all other treatment and services;

(g) Provide mentorship, and coaching, to families as identified in the ISTP;

(h) Support transition planning to ensure the young person maintains connections;

(i) Use CSEC screening tools as they are developed and in consultation with the DCYF Missing and Exploited Youth Program Manager or DCYF Regional CSEC Leads;

(j) Facilitate supportive visits in the least-restrictive setting possible, if there are no safety issues preventing visits from occurring;

(k) Involve the young person's family in decision making about the young person and facilitate family participation in the young person's educational, extracurricular, medical, mental health, religious, cultural and social activities;

(l) Be members of the Child and Family Team, participating in the development and implementation of the Individualized Services and Treatment Plan;

- (m) Apply interventions to address behavioral and emotional problems as they arise, per the ISTP;
- (n) Be responsible for understanding each young person's treatment plan and providing day-to-day supervision and behavioral feedback to the young person, in accordance with each young person's individual treatment plan;
- (o) Provide input, based on their experience with the young person, during case staffing and counseling sessions with the young person and their family;
- (p) Maintain adequate records and documentation of each child's activities and behavior to assist the agency and DCYF in planning for the young person;
- (q) Maintain confidential information about each young person in a secure manner as identified in Exhibit A so that it is not accessible to children or unauthorized adults;
- (r) Always be available to respond to the young person's needs, unless other arrangements have been specifically made with the Contractor and DCYF has approved the arrangement;
- (s) Not enrolling young people in childcare, unless enrollment is consistent with the young person's therapeutic needs; and
- (t) Participate in support activities, training, and coaching offered by the contract agency.

f. **Supportive Family Visits**

- (1) Supportive Family Visits are limited to visits identified by the DCYF Visitation Plan and ISTP, including funding and resources to engage family members and young people as identified in the ISTP in activities and community.
- (2) Professional Therapeutic Foster Parent shall:
 - (a) Facilitate in-person visits in the least restrictive setting possible and necessary, in accordance with DCYF visit plan and the young person's ISTP;
 - (b) Provide coaching and mentoring to families to include but not limited to:
 - i. Modeling of effective parenting strategies and techniques.
 - ii. Working with family on how to use specific skills and strategies to address:
 - (A) General issues;
 - (B) Behavioral learning preferences;
 - (C) Supporting their young person's development milestones and coping skills;
 - (D) Mental and behavioral challenges;
 - (E) LGBTQIA+ support;
 - (F) Trauma informed care;

- (G) Culturally responsive care;
- (H) Transition planning;
- (I) Substance use;
- (J) CSEC; and
- (K) IDD.
- iii. Working with families to learn how to develop good relationships with their young person and promote attachment and self-esteem
- (c) Ensure visits provided include but are not limited to:
 - i. Opportunities for young people to connect with family, chosen and biological;
 - ii. Transportation for the young person;
 - iii. Mentoring and coaching of the family members; and
 - iv. Family member communication about the young person's care.

g. **Respite Care Support**

- (1) Respite care is a temporary, planned arrangement for substitute parenting or caregiving responsibilities for a young person.
- (2) The Contractor shall:
 - (a) Ensure that the Professional Therapeutic Foster Parent has access to a minimum of two (2) days per month, while a young person is placed in their home. Respite may accumulate up to six (6) days per quarter, if consistent with the young person's service plan;
 - (b) Ensure the determination to offer respite services shall be made in conjunction with the child/family team and shall be based on the assessed needs of the young person;
 - (c) Ensure In Home and Out-of-Home Respite Care Support includes, but are not limited to the following:
 - i. Assistance, as requested to communicate support information about the child's essential care requirements to the respite provider.
 - ii. Establishing a process for emergency medical treatment, in the event it may be necessary for the child during provision of respite.
 - iii. Respite caregiver has support if needed during respite.
 - iv. Out-of-home respite for less than twenty-four (24) hours is provided either by a DCYF licensed foster parent with a current and valid foster license in the home of the foster parent approved by DCYF to provide respite services.

(d) Assist the Professional Therapeutic Foster Parent, as a part of the work, to develop a supervision plan to assist caregivers when providing respite care. This plan shall include the following elements to support the safety of the young person and the others during these services:

- i. Young persons name;
- ii. Intended dates of service (Respite Services);
- iii. Supervision needs;
- iv. Interactions with the community;
- v. Safety issues for the young person or others;
- vi. Factors that may contribute to escalated behavior for the young person;
- vii. Preferred response strategies for preventing or defusing escalated behavior;
- viii. Back-up plan for de-escalating behavior;
- ix. Behavior management goals aimed at reduction of unsafe behaviors through skill building; and
- x. Crisis response plan.

h. **Service Pause**

- (1) The Contractor shall ensure that a service pause occurs within a Professional Therapeutic Foster Parents' home between young people placements when a young person has transitioned to a less restrictive setting, and the Professional Therapeutic Foster Parent has fulfilled their responsibilities, avoiding any abrupt disruptions in service beyond the Foster Parent's control.
- (2) The service pause shall be limited to a maximum of two (2) weeks at a time and shall not exceed twenty-six (26) days within a calendar year.
- (3) The Contractor shall collaborate with the PTFC Parent to determine:
 - (a) The timing of the service pause;
 - (b) The appropriateness of the duration of the service pause; and
 - (c) The compensation received during the service pause.

i. **PTFC Parent Reporting**

- (1) The Professional Therapeutic Foster Parent will provide monthly reports to the Case Manager, including but not limited to:
 - (a) Medical/Dental visits and updates for the young person;
 - (b) Mental/Behavioral Health updates for the young person;

- (c) Education updates for the young person;
- (d) Updates needed to the Individual Service and Treatment Plan;
- (e) Supported Family Visits supervised or monitored including:
 - i. Dates, times, and duration;
 - ii. Mentorship and coaching offered; and
 - iii. The young person's response to visits.
- (f) Connection and Community Belonging Efforts, including but not limited to:
 - i. Dates, times, and duration of young person contact with chosen and biological family members; and
 - ii. Dates, times, and duration of young person engagement in activities and areas of interest.

8. **Quality Assurance and Progress Reviews**

a. **Quality Assurance**

- (1) The Contractor shall make available all reports, documents, and staff for the purpose of onsite quality assurance activities performed by DCYF including, but not limited to:
 - (a) Interviews with young people, families and other case participants;
 - (b) Evaluation of agency's ability to provide culturally responsive, LGBTQIA+ affirming and trauma informed care;
 - (c) Evaluation of methods for collecting regular and ongoing program feedback from young people, families and non-professional supports about the program areas of strength and areas of growth;
 - (d) Review of monthly reporting requirements; and
 - (e) Review of files and program policies to evaluate agency's ability to provide culturally responsive, LGBTQIA+ affirming and trauma informed care.
- (2) The Contractor shall make available all reports, documents, meetings and staff for the purpose of quality assurance activities performed by DCYF including but not limited to:
 - (a) Participation in CFTMs;
 - (b) Review of monthly provider reports for quality and compliance; and
 - (c) Review of ISTPs to ensure they are culturally responsive, LGBTQIA+ affirming, trauma informed, meeting the mental and behavioral needs of young people, meeting the developmental needs of young people, and meeting the Connection and Community Belonging needs of families.

b. **Progress Reviews**

(1) The Program Manager shall:

- (a) Have a report generated at intervals with the specified time frame according to the service category as follows:
 - i. Initial reports with thirty (30) days of intake;
 - ii. Monthly during CFTMs; and
 - iii. Quarterly as part of ISTPs.
- (b) Convene the CFT and coordinate the monthly CFTM to review the progress made toward short-term and the permanency goals identified in the ISTP. At a minimum, the following shall be reviewed:
 - i. Ongoing assessment of the young person and family's strengths and needs;
 - ii. Differences between current and last CFARS score (quarterly);
 - iii. Any barriers to movement to a less restrictive environment, and/or identified transition family, and eventual transition from PTFC services;
 - iv. Strategies to resolve any barriers;
 - v. Type, frequency and quality of contact with family of origin and/or family resource, including progress towards Connection and Community Belonging goals identified in the ISTP;
 - vi. Progress in achieving young person led engagement in community activities and areas of interest;
 - vii. Young person's perspective toward barriers, strengths, and needs;
 - viii. Primary and alternate permanency goals and progress in identifying and finding a permanent home and/or identified transition family;
 - ix. Educational progress;
 - x. Progress in achieving skills for independence;
 - xi. A determination on whether or not the young person can be served at a lower intensity of service;
 - xii. Any changes to the ISTP;
 - xiii. Evaluations with mental and behavioral health information and progress, including WISE screen if available; and
 - xiv. Review all updated reports from outside agencies.

9. Reports

- a. The Contractor shall submit the following reports to DCYF as prescribed by DCYF.
- b. Written reports must be submitted by secure email. The DCYF Secure E-mail User Guide is available at: <https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email>.

c. **Program Reporting Requirements**

- (1) The Program Manager shall report monthly in email to the DCYF Professional Therapeutic Foster Care Program Manager the following PTFC placement information:

- (a) Number of PTFC homes;
- (b) Number of homes available for PTFC young people;
- (c) Number of homes occupied with PTFC young people;
- (d) Number of young people referred to the PTFC program;
- (e) Number of young people accepted into the program;
- (f) Number of young people declined; and
- (g) If young person was declined, reason for decline.

d. **Monthly Progress Report**

- (1) The Contractor shall prepare a written monthly progress report following the monthly CFTM for each young person with input from the young person and family team.
- (2) The Progress Report shall document progress made towards goals identified in the ISTP. The report shall include, at a minimum:
 - (a) Identified young person and family strengths and successes;
 - (b) Any barriers or challenges that may prevent achievement of goals outlined in the ISTP;
 - (c) Strategies to address barriers and challenges;
 - (d) Type, frequency and quality of contact with family, chosen or biological, to include evidence/documentation that:
 - i. The CFTMs are held at a time and place convenient for the family;
 - ii. Therapeutic intervention is occurring with young people and family members as indicated in the ISTP; and
 - iii. The young person is being consulted about the frequency, type, and with who they are connecting with.
 - (e) Primary and alternate permanency goals and progress in identifying and finding a

permanent home and/or identified transition family, including the targeted transition placement and exit date;

- (f) Educational progress;
- (g) Case Aide services provided;
- (h) Progress in achieving youth led independence skills ;
- (i) Any modifications to the ISTP;
- (j) Documentation of decision to continue services past eighteenth (18th) birthday and young person eligibility for extended foster care;
- (k) Evaluations with mental and behavioral health information and progress, including WISe screen if available; and
- (l) Any medical, dental or service appointments that occurred since the last CFTM/progress report and outcomes or required follow up that is needed.

(3) The Contractor shall distribute copies of the Monthly Progress report within three (3) business days of the CFTM to:

- (a) DCYF Social Service Specialist and/or tribal case worker;
- (b) The young person if over the age of twelve (12) and if the young person's CFT determines it to be appropriate;
- (c) Parents;
- (d) PTFC Parent;
- (e) Intensive Resource Program Consultant; and
- (f) Others designated by DCYF and/or tribal case worker.

e. **Client Reports**

(1) The Contractor shall submit the following to the DCYF Social Service Specialist and/or tribal social worker:

- (a) Intake;
- (b) Needs assessment – within fourteen (14) days;
- (c) Service plan – within thirty (30) days;
- (d) ISTP- within thirty (30) days of intake, then updated quarterly; and
- (e) Quarterly Progress/Transition Report – every three (3) months.

f. **Caregiver Support Plan**

(1) The Program Manager shall submit a Caregiver Support plan each quarter for each PTFC Parent that assesses what areas the Caregivers need support or education in to meet the unique needs of the young person they are serving. The plan shall be sent to the DCYF Professional Therapeutic Foster Care Program Manager.

(2) The Caregiver Support Plan shall include:

- i. Education needs;
- ii. Health/dental needs;
- iii. Culturally Responsive needs;
- iv. Sexual Orientation, Gender Identity and Expression (SOGIE) needs;
- v. Trauma-Informed Care needs;
- vi. Connection and Community Belonging needs;
- vii. Independent Living Skills;
- viii. Emergent/On-Call needs;
- ix. Respite care planning needs;
- x. Case aide support needs;
- xi. Supervision Plan needs;
- xii. Caregiver training provided during the previous quarter;
- xiii. Caregiver coaching provided the previous quarter;
- xiv. Future support needs and activities, services and plans to overcome barriers; and
- xv. Dates of face-to-face contact.

g. **Additional Data**

DCYF may request additional measurable service and outcome data for services provided. If so requested, DCYF will with the Contractor to develop data elements and the Contractor shall provide data collection in the manner prescribed by DCYF.

10. Notifications

The Contractor shall notify the assigned DCYF Social Service Specialist and or tribal social worker and Intensive Resources Program Consultant in accordance with Exhibit C – Program Requirements, Health and Safety of DCYF Client Children, as described below if any of the following situations occur. Verbal notification and/or written notification sent by secure e-mail shall be made within the time lines stated.

a. **Immediate notification to DCYF.** Immediate notification to DCYF requires the Contractor to:

- (1) During Business hours speak with a live person, the child's assigned DCYF Social Service Specialist, a supervisor, or a local DCYF intake person. If outside of normal business hours (after 5pm, weekends, holidays) contact Central Intake; and
- (2) Leave a voice message for the assigned DCYF Social Service Specialist and or tribal social worker; and
- (3) Provide written documentation of concerns to the child's assigned DCYF Social Service Specialist and or tribal social worker and Intensive Resource Program Consultant within twenty-four (24) hours from the telephone contact via secure e-mail.

b. Immediate notification is required in the following situations:

(1) Safety Concerns

The Contractor must provide immediate notification to DCYF when they become aware of:

- (a) An allegation of child abuse or neglect;
- (b) A parent/child relapses with drugs/alcohol;
- (c) A safety plan that is not followed by the signed agreed parties;
- (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
- (e) Any safety concerns related to a missed visit.

(2) Unusual Incidents

The Contractor must provide immediate notification to DCYF when they become aware of an unusual incident which may impact the child's health, safety or well-being, the child's living situation or permanent plan.

Examples of unusual incidents include, but are not limited to:

- (a) Physical self-abuse or abuse of others;
- (b) Self-harm or suicidal ideation;
- (c) Sexual assaults or sexual behaviors that are age inappropriate;
- (d) Severe behavioral incident(s) unlike the child's ordinary behavior;
- (e) Missing from care or running away;
- (f) Any incident that necessitates medical attention or hospitalization;
- (g) An unexpected adverse reaction to medication, food, etc.;
- (h) Death of any DCYF client receiving services from the Contractor;
- (i) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies; and

(j) Any high-profile incidents or criminal behavior occurring in the community.

c. **Notification within twenty-four (24) hours is required in the following situations:**

The Contractor shall notify the child's assigned DCYF Social Service Specialist and or tribal social worker in writing by secure email within twenty-four (24) hours in the following situations, but not limited to:

- (1) Child's emergent change of placement;
- (2) Parent address changes;
- (3) Child is suspended or kicked out of school;
- (4) Child changes schools;
- (5) Missed appointments by youth or family;
- (6) Parent misses visit;
- (7) Non-emergent health concerns for the child; and
- (8) Child violates probation or parole not resulting in detention stay.

d. Missing from Care

In addition to following **Section 3.f** reporting responsibilities for youth missing from care, the Contractor shall also follow WAC 110-148, or successor statutes.

e. Reportable Incidents

The Contractor shall follow Licensing WAC 110-148 for any incidents not covered with this section, **Section 10 Notifications**.

PROGRAM REQUIREMENTS

Professional Therapeutic Foster Care

ORGANIZATION OF PROGRAM REQUIREMENTS

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Federal Statutes Applicable to Placement of Children
4. Qualification Requirements
5. Staffing Roles
6. Practice Supervision
7. Staff and Subcontractor Training
8. Staff Professional Conduct
9. Conflict of Interest involving Placement
10. Caseload
11. Transportation of Children
12. Client Records
13. Administrative Records
14. Personnel and Subcontractor Records
15. Operating Procedures
16. Degree Requirements
17. Background Checks
18. Health and Safety of DCYF Client Children
19. Corporal Punishment Prohibited
20. Smoking Prohibited in Presence of Client Children and Foster Youth
21. Culturally Responsive Services
22. Interpretation and Translation
23. Auditing and Monitoring
24. Office of the Family and Children's Ombuds (OFCO)

The Contractor shall ensure that all qualifications for employees, volunteers, or subcontractors, performance expectations and program requirements for services provided under this Contract at all times meet the specifications described in this Program Requirement Exhibit.

1. Licensing or Statutory Requirements

- a. The Contractor must be licensed by DCYF as a CPA in accordance with RCW or successor statutes. The Contractor must meet or exceed the minimum licensing requirements in Chapter 110-148 WAC or successor statutes.
- b. When licensing or certification, or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.
- c. In the event the Contractor's facility license is revoked, or the license expires and an application for

renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DCYF, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

- d. The Contractor shall meet or exceed all minimum licensing, certification or registration requirements or other requirements as required by statute to provide services that are authorized each Statement of Work.
- e. All staff that provide Counseling, Therapy, Treatment shall be at a minimum, currently licensed in the State of Washington under the Department of Health's Healthcare Professional Credentialing Requirements as required:

- (1) As a Licensed Mental Health Counselor, or Marriage and Family Therapist;

OR

- (2) As a Licensed Advanced Social Worker or a Licensed Independent Clinical Social Worker;

OR

- (3) Licensed Associate, include:

- (4) Licensed Social Work Associate Advanced;

- (5) Licensed Social Work Associate Independent Clinical;

- (6) Licensed Mental Health Counselor Associate; and

- (7) Licensed Marriage and Family Therapist Associate.

2. Required License in Good Standing

- a. If the Contractor or any of the Contractor's staff are required to be licensed or certified to provide any of the services under this Contract, the required license or certification must be in good standing at all times during the term of the Contract.
- b. In the event that a required license or certification is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DCYF contact person listed on page 1 of this contract.

3. Federal Statutes Applicable to Placement of Children

- a. The Multiethnic Placement Act (MEPA), as amended by the Interethnic Adoption Provisions (IEP), prohibits states and other entities that receive federal funds and are involved in adoption or foster care placements (such as Child Placing Agencies) from:
 - (1) Denying to any person the opportunity to become an adoptive or a foster parent, on the basis of the race, color, or national origin of the person, or the child, involved; or
 - (2) Delaying or denying the placement of a child for adoption or into foster care, on the basis of the race, color, or national origin of the adoptive or foster parent, or the child, involved.

- b. MEPA-IEP specifically provides that it has no effect on the application of the Indian Child Welfare Act (ICWA) of 1978.
- c. Child Placing Agencies found by the Office of Civil Rights to be in violation of these laws will be assessed an immediate penalty of all Title IV-E funds (foster maintenance and administrative) received by the agency in the quarter in which the violation occurred.

4. Qualification Requirements

- a. Executive Director or Administrator

- (1) Appropriate education relevant to the specific program.
- (2) Four (4) years of successful experience with similar duties and responsibilities for the administrative oversight, program and fiscal management of an agency.

- b. Program Manager

- (1) A Master's degree in social science such as psychology, counseling, or sociology or a closely related field.
- (2) Two (2) years' experience working with children and families.
- (3) A Program Manager must also have supervisory abilities that promote effective staff performance, and relevant experience, training and demonstrated skills in each area that they will be supervising or managing.

- c. Case Manager

- (1) Master's degree in counseling, social work, psychology, social or behavioral science or closely related field.
- (2) Two (2) years' experience working with children and families.
- (3) A current Department of Health's (DOH) Healthcare Professional credential as required by **Section 1.e**, if they will provide counseling services.
- (4) Except for licensed child psychiatrists, as defined in RCW 71.34.020, qualified health care professionals licensed as (Mental Health counselors; Independent Clinical Social Workers; Advanced Social Workers; or Marriage and Family Therapists) who diagnose and treat clients up to age eighteen (18) and younger must meet the following criteria:
 - (a) A minimum of one hundred (100) actual hours (not quarter or semester hours) of special training in child development and the treatment of children and youth with serious emotional disturbance and their families; and
 - (b) The equivalent of one year (1) of full-time experience in the treatment of seriously emotionally disturbed children and youth and their families under the supervision of a child mental health specialist.

- d. Behavioral Case Aide Support Specialist

- (1) Be at least twenty-one (21) years old;
- (2) Have a high school diploma or GED; and
- (3) Twenty-four (24) months of documented professional experience working with children and families in the following settings (These twenty-four (24) months may include volunteer time or internship):
 - (a) Daycare or family home setting as a Childcare Provider or Nanny;
 - (b) School setting;
 - (c) A child placing agency, residential care program, or as a licensed foster parent;
 - (d) Conducting supervised visits; or
 - (e) Working as staff directly with children and families in a community service organization such as, but not limited to, the YMCA, a scouting organization, or sports program.

OR

- (4) If a Behavioral Case Aide Support Specialist doesn't meet the documented experience of twenty-four (24) months but has at least twelve (12) months of documented, an in-training plan may be used, which shall consist of one (1) hour of Supervision per forty (40) hours of work performed by the in-training Behavioral Case Aide Support Specialist until they fully meet the documented experience requirements. The Contractor must submit the plan for review to DCYF upon request.

OR

- (5) Associate's Degree in Human Services or related field, or two (2) years of completed coursework toward Bachelor's degree; and
- (6) One (1) year documented experience directly working with children and families in the following settings (This year may include volunteer time or internship):
 - (a) Daycare or family home setting as a Childcare Provider or Nanny;
 - (b) School setting;
 - (c) A child placing agency, residential care program, or as a licensed foster parent;
 - (d) Conducting supervised visits; or
 - (e) Working as staff directly with children and families in a community service organization such as, but not limited to, the YMCA, a scouting organization, or sports program.

OR

- (7) Bachelor's degree in Human Services or related field; and
- (8) Six (6) months of documented experience directly working with children and families in the

following settings (The six (6) months may include volunteer time or internship):

- (a) Daycare or family home setting as a Childcare Provider or Nanny;
- (b) School setting;
- (c) A child placing agency, residential care program, or as a licensed foster parent;
- (d) Conducting supervised visits; or
- (e) Working as staff directly with children and families in a community service organization such as, but not limited to, the YMCA, a scouting organization, or sports program.

AND

- (9) Prior to performing Case Aide services, Behavioral Case Aide Support Specialist must be assessed by the Contractor to possess the following:

- (a) Knowledge of child safety;
- (b) Behavior management training authorized by DCYF to include redirection and de-escalation;
- (c) Effective problem solving;
- (d) Excellent verbal and written communication;
- (e) Knowledge of basic child development and milestones; and
- (f) Effective interpersonal communication.

e. Professional Therapeutic Foster Parent

- (1) Be at least twenty-one (21) years old;
- (2) Have a high school diploma or GED;
- (3) licensed foster parent through a CPA; and
- (4) Five (5) years of documented full-time experience working with young people and families. If Professional Therapeutic Foster Parent has an AA degree or higher in Human Services or related field, experience can be reduced by two (2) years. Experience can come from a combination of the following categories and at least two (2) years must come from category A or B:
 - (a) Category A up to five (5) years to include:
 - i. A licensed foster parent providing therapeutic foster care;
 - ii. Mental/behavioral health counselor or provider; or
 - iii. Social work, working with young people and families.
 - (b) Category B up to three (3) years to include:

- i. School setting working directly or supervising young people;
 - ii. A child placing agency, residential care program;
 - iii. Licensed foster parent;
 - iv. Agencies serving people with Intellectual and developmental disabilities; or
 - v. Agencies serving young people involved in systems including but not limited to (JRA, Child Welfare, DDA, health care).
- (c) Category C up to two (2) years to include:
- i. Conducting family time visits;
 - ii. Working as staff directly with young people and families in community service organizations; or
 - iii. CASA/GAL.
- (d) Category D, one (1) year:
- i. Lived experience such as being a former foster youth, parent who has successfully navigated the child welfare system, or having experienced trauma, discrimination, or other adversities may substitute for one year of experience.
- (5) Demonstrate knowledge in the following areas to include, but not limited to:
- (a) Trauma Informed Care - understanding on trauma informed care, including recognizing the effects of all types of traumas. Prioritizes the physical, psychological, and emotional safety for young people;
 - (b) Culturally Responsive Care - Prior and current practices that honor the cultural identities of young people and families. Demonstrates understanding and respect of cultural differences in values, communication styles and traditions;
 - (c) LGBTQIA+ Affirming Care - Providing an environment that is safe, inclusive, and affirming of LGBTQIA+ identities. Recognizes and supports the unique challenges faced by LGBTQIA+ children;
 - (d) Caring for young people who require intensive support due to physical, emotional, behavioral, or intellectual and developmental disability (IDD) needs;
 - (e) Substance use disorder (SUD) and its impact on well-being and families;
 - (f) Commercially and Sexually Exploited Children (CSEC); and
 - (g) Working with families - The ability to work effectively with the families of young people in care, including immediate, extended, and chosen families.
- (6) The Contractor must send the Professional Therapeutic Foster Parent candidate to the Professional Therapeutic Foster Care Parent Review Committee before a young person is

placed within their home.

- (7) The review committee will make a recommendation on whether to certify the candidate as a Professional Therapeutic Foster Parent using the above knowledge criteria in section 5.f.(9).(a-g).
- (8) The Contractor shall review the recommendation from the Review Committee and decide to certify the candidate as a PTFC Parent.
- (9) The Contractor must document their decision to certify a PTFC parent who has not been recommended by the Review Committee
- (10) Professional Therapeutic Foster Care Parent Review Committee must include at least one each of the following members:
 - (a) Active Foster Parent providing Therapeutic Foster Care or Professional Therapeutic Foster Care;
 - (b) Child Placing Agency staff member to include a case manager, program manager, or other member of the agency with knowledge of therapeutic foster care;
 - (c) DCYF Representative to include the Professional Therapeutic Foster Care Program Manager, Intensive Resources Program Consultant or Program Supervisor, Program Manager from the Placement Continuum Unit, Social Service Specialist Supervisor, or Social Service Specialist with Behavioral Rehabilitation Services experience;
 - (d) The DCYF staff member shall not be the person who has direct contract management oversight;
 - (e) Parent with child welfare lived experience; and
 - (f) Young person with child welfare lived experience.
- (11) The Professional Therapeutic Foster Care Program Manager may provide assistance in facilitating and organizing the Professional Therapeutic Foster Care Parent Review Committee.

f. Respite Services

In addition to all other required Contractor qualifications under this Contract, the Contractor shall ensure that the following conditions are also met:

- (1) The Contractor shall ensure all persons providing respite services for Contractor possess appropriate training, information and support to maintain the child's health, safety and well-being during provision of respite services; and
- (2) The Contractor shall ensure that all persons providing respite care on behalf of Contractor meet the individual qualifications stated below:

(a) Individual Provider

The person providing respite care must have either a current and valid Foster Care License or a Childcare License issued by DCYF, as required in WAC 110-148 or successor

regulations, if respite care will be delivered in the home of the person providing the service.

5. Staffing Roles

The Contractor shall ensure their employees, subcontractors, providing services to DCYF clients under this Contract shall follow the following roles and comply with the following requirements:

a. Executive Director or Administrator

- (1) Manage the financial, administrative, and service operations of the agency;
- (2) Be available by telephone during the regularly scheduled business hours and in-person as needed;
- (3) Ensure that the program complies with all relevant and applicable laws, specifically chapter 74.15 RCW, and the licensing rules in this chapter;
- (4) Communicate to the department the roles, expectations, and purposes of the program;
- (5) Assume responsibility for health, safety, and well-being of children in the care of their agency;
- (6) Comply with any professional accreditation requirements that apply to the agency; and
- (7) Work with representatives of other agencies.

b. Program Manager

- (1) A Program Manager must be available to the agency during business hours when young people are present, unless the Program Manager has to be offsite for the following:
 - (a) Attend trainings required by Contract/WAC; or
 - (b) Attend Meetings.
- (2) The Program Manager must be available by phone though during those times they are offsite during business hours.
- (3) The Program Manager is responsible for the following activities:
 - (a) In charge of the operation of the program;
 - (b) Development of service plans;
 - (c) Professional Therapeutic Foster Parent coaching;
 - (d) Supports the PFTC Parent support groups;
 - (e) Supervise staff;
 - (f) Monitor staff development and training;
 - (g) Ensure compliance with each young person's treatment and care plan; and

(h) Comply with any professional accreditation requirements that apply to the agency.

c. Case Manager

(1) The Case Manager is responsible for the following activities:

- (a) Coordinate and administer services for individual young people served by the agency;
- (b) Providing counseling and therapeutic services;
- (c) Development of the young person's ISTP;
- (d) Attendance and facilitation of CFTM;
- (e) Ensure the young person's completion of a service plan and progress towards goals;
- (f) Coordination with other agencies;
- (g) Facilitation of Connection and Community Belonging;
- (h) Documentation of client progress;
- (i) Provide opportunities for young people to develop independent livings skills; and
- (j) Participate in transition planning for young people exiting the program.

d. Therapeutic Foster Parent

- (1) Responsible for understanding each child's treatment plan and providing day-to-day supervision and behavioral feedback to the child, in accordance with each child's individual treatment plan.
- (2) Provide input, based on their experience with the child, during case staffing and counseling sessions with the child and/or his/her family.

6. Practice Supervision

- a. The Contractor shall maintain, on average, a ratio of one (1) full-time Program Manager for every four (4) Professional Therapeutic Foster Care placements and their certified Foster Parent, one (1) full-time equivalent of Case Manager, one (1) full-time equivalent Behavioral Case Aides responsibility.
- b. This requirement scales according to the number of PTFC Placements, in twenty-five percent (25%) increments.
- c. The Contractor shall ensure that all Case Managers and Behavioral Case Aides are provided regular practice supervision with a Program Manager on a schedule described in an individualized supervision plan.
- d. The Contractor shall provide supervision exceeding of standards as needed to support high quality services, for implementation of a quality improvement plan, or for initial training and onboarding.
- e. At a minimum, the practice supervisor shall provide supervision on a hundred (100) percent of the

staff's cases each month. Supervision shall address key elements of the service, that shall include and are not limited to:

- (1) ISTP;
 - (2) Professional Therapeutic Foster Parent support provided;
 - (3) Appropriate response to safety and other risks;
 - (4) Maintaining professional boundaries with families;
 - (5) Culturally responsive with the families and how these are being addressed; and
 - (6) Case Aide Services provided.
- f. Supervision shall include all elements of services delivered under Exhibit B.
- g. The Contractor shall document these meetings and store in the employee or subcontractor file. The documentation of these meetings must include, but not limited to:
- (1) Dates of meetings;
 - (2) Topics discussed. If relevant, areas of needed improvement, action to be taken, timeline for completion and dates the issues were resolved; and
 - (3) Any annual progress reports/evaluation of employee or subcontractors.

7. Staff and Subcontractor Training

The Contractor shall provide training for staff and subcontractors as follows:

a. Confidentiality Training/Information

The Contractor shall provide training and information concerning client confidentiality, in compliance with contract requirements.

b. Mandated Reporter Training

- (1) The Contractor shall ensure that all current employees and volunteers, who are mandated reporters or who have access to children, read and/or view the materials in DCYF's Mandated Reporter Toolkit within thirty (30) days of the effective date of a first time DCYF Contract and annually thereafter; and that all newly hired employees and volunteers who are mandated reporters or who have access to children read and/or view the materials in the Mandated Reporter Toolkit within two (2) weeks of initial employment. After reading and reviewing the materials, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and affirming that he or she understands when and how to report suspected child abuse or neglect. The Contractor shall retain the signed statement in each individual's personnel file.
- (2) The Contractor shall either obtain a copy of the Mandated Reporter Toolkit from DCYF, or access the Mandated Reporter Toolkit online at the following address:
<https://www.dcyf.wa.gov/safety/report-abuse>.

c. Telehealth Training

(1) Prior to providing Telehealth services one of the below trainings must be taken:

- (a) The Medical Healthcare Professional Telemedicine Training hosted by the Northwest Regional Telehealth Resource Center's Canvas training platform. Access the training here: <https://nrtrc.catalog.instructure.com/courses/washington-state-healthcare-professional-telemedicine-training>; or
- (b) The Telehealth Collaborative and UW's Behavioral Health Institute collaborated to create the TeleBehavioral Health 101 Training. Access the online self-guided TeleBehavioral Health 101 training here: <https://nrtrc.catalog.instructure.com/programs/telebehavioral-health-101-series>.

d. Professional Therapeutic Foster Parent Training

(1) Pre-Service

- (a) Pre-service training for PTFC Parent will be culturally responsive, LGBTQIA+ affirming, and trauma informed.
- (b) Pre-service training hours shall not exceed eighty-two (82) hours. Training may be waived if the PTFC Parent's training experience is current and relevant.
- (c) The contractor shall include coaching of the PTFC Parent to accompany training materials to supplement, solidify, and check for PTFC Parent understanding of the training.
- (d) Training shall include the following but not limited to:
 - i. Trauma-informed and healing centered care, training must be current and relevant within the last one (1) year;
 - ii. LGBTQIA+ affirming care, training must be current and relevant within the last one (1) year;
 - iii. Culturally responsive care, training must be current and relevant within the last one (1) year;
 - iv. Commercially and Sexually Exploited Children (CSEC), training must be current and relevant within the last two (2) years;
 - v. Adolescent substance use training must be current and relevant within the last two (2) years;
 - vi. Development and Intellectual and Developmental Disabilities (IDD), training must be current and relevant within the last two (2) years;
 - vii. Childhood mental health, training must be current and relevant within the last two (2) years;
 - viii. Behavior management, training must be current and relevant within the last two (2) years;

- ix. Internal Contractor developed training; and
- x. PTFC Parent travel time to and from training.

(2) Onboarding

- (a) PTFC Parent onboarding will be identified in the Individualized PTFC Parent Training Plan and shall ensure the PTFC Parent experiences therapeutic and professional fostering to the greatest extent possible. These may be waived if the Contractor can document and demonstrate the PTFC Parent's ability to carry out the tasks, or the PTFC Parent has experience in these program areas over the last two (2) years.
- (b) Onboarding hours shall not exceed twenty-four (24), and include but are not limited to:
 - i. Shadowing Therapeutic Foster Parents, other PTFC Parents, Foster Parents, and/or Case Managers in the following areas:
 - (A) Providing high levels of support to young people and families in school, home, and community settings;
 - (B) PTFC and Therapeutic Foster Care practices;
 - (C) Documenting crisis or fostering activities;
 - (D) Case Manager and Foster Parent debrief conversations; and
 - (E) Milieu therapy sessions.
 - ii. Attending up to three (3) Child and Family Team Meetings (CFTMs).
 - iii. Attend three (3) meetings from this category:
 - (A) Family Team Decision Making Meeting. Must attend at least one (1);
 - (B) Shared Planning Meeting (SPM);
 - (C) 17.5 Staffing;
 - (D) Professional Staffing; and
 - (E) Court hearing; at least one must be attended (1).
 - iv. The Contractor must provide coaching and support to the PTFC Parent before, during, and after shadowing and attendance in meetings to support the PTFC Parent and check for understanding.
 - v. The Program Manager provides one-on-one training and coaching to the PTFC Parent, including but not limited to;
 - (A) PTFC Parent debrief;
 - (B) Role play;

(C) Foster parent support group; and

(D) Communities of practice.

vi. The Program Manager assesses the PTFC Parent's Individualized Training Plan and adjusts the plan during the onboarding process based on the PTFC Parent's response to coaching, orientation, and training.

(3) The Program Manager shall ensure the Professional Therapeutic Foster Parent has received training in the following areas within the first six (6) months of becoming a PTFC Parent including but not limited to:

(a) Developing healthy relationships using principles of trauma informed care;

(b) Therapeutic communication;

(c) Understanding and changing unfavorable behavior;

(d) Skill teaching a young person;

(e) Working with and engaging families;

(f) Conflict resolution; and

(g) Understanding and managing crisis.

e. Secondary Caregiver Training

(1) If a secondary caregiver is identified in the PTFC home, the Contractor shall ensure the secondary caregiver meets the minimum licensing requirements for training and thirty (30) additional hours per calendar year to include topics, but not limited to:

(a) Trauma-informed practice;

(b) LGBTQIA+ affirming care;

(c) Commercially and Sexually Exploited Children (CSEC);

(d) Adolescent Substance Use Disorder;

(e) Culturally responsive care;

(f) Professional parenting;

(g) Understanding child development and intellectual and developmental disabilities (IDD); and

(h) Understanding childhood mental health and diagnosis.

f. The Contractor shall ensure all staff and subcontractors receive a minimum of sixteen (16) hours of training to meet standards and demonstrating knowledge of how to perform duties prior to any young people being placed in the home of a Professional Therapeutic Foster Parent as follows:

(1) Introduction to PTFC program;

- (2) Trauma-informed practice;
 - (3) Crisis Intervention & De-escalation techniques;
 - (4) Grief and loss;
 - (5) Harm Reduction Principles:
 - (a) Substance abuse;
 - (b) Harm reduction approaches and services; and
 - (c) Addressing stigma.
 - (6) Cultural responsiveness:
 - (a) Cultural needs of young people in care;
 - (b) Racial equity;
 - (7) LGBTQIA+ affirming care:
 - (a) Safe and inclusive environments free of bias or judgement; and
 - (b) Training all staff and caregivers to be sensitive and understanding of privacy needs, potential mental health needs related to traumatic experiences stemming from discrimination, rejection, or abandonment.
 - (8) Commercially and Sexually Exploited Children (CSEC);
 - (9) Professional parenting;
 - (10) Understanding child development and intellectual and developmental disabilities (IDD); and
 - (11) Understanding childhood mental health and diagnosis.
- g. The Contractor shall ensure all staff and subcontractors receive training, developing competencies with actionable and observable ways the PTFC Parent show their knowledge and skills that align with standards within the first six (6) months of a Professional Therapeutic Foster Parent receiving a placement of a young person as follows:
- (1) Developing healthy relationships using principles of trauma informed-care;
 - (2) Therapeutic communication;
 - (3) Understanding and changing unfavorable behavior;
 - (4) Skill teaching a young person;
 - (5) Working with and engaging families;
 - (6) Conflict resolution; and

(7) Understanding and managing crisis.

h. Sexually Aggressive or Physically Assaultive/Aggressive Training

(1) Prior to the Contractor accepting referrals for young people identified as sexually aggressive or physically assaultive/aggressive the Contractor shall ensure or provide any staff responsible for the supervision or care of these young people have completed specialized or specific training for sexually aggressive or physically assaultive/aggressive youth.

(2) Training topics are available at the Alliance for Child Welfare:

(a) Working with Children Exhibiting Physically Aggressive Behaviors; and

(b) Working with Children Exhibiting Sexual Behavioral Problems

(3) Information may be accessed at: <https://cpe.socialwork.uw.edu/alliance-courses>

i. Medication Management and Administration Training

(1) Contracted agency staff and caregivers shall take the online Medication Management and Administration training found at the Alliance for Child Welfare for any staff that will be administering medications.

(2) Training topic are available at the Alliance for Child Welfare:

Medication Management Training and Administration;

(3) Information may be accessed at: <https://cpe.socialwork.uw.edu/alliance-courses>

j. CFARS Training

(1) All staff completing the CFARS shall be trained and certified to do so.

(2) Training and certification information can be found at:
https://samhweb.myflfamilies.com/FARS/cfars/cfars_home.aspx

k. First aid, CPR and Blood Borne Pathogen training provided by a certified trainer.

l. Four (4) hours of HIV/AIDS training provided by a certified trainer.

m. The Contractor shall ensure all staff and subcontractors receive a minimum of twenty-four (24) hours of training annually as required by their DCYF license.

8. Staff Professional Conduct

a. The Contractor will ensure all employees, subcontractors and volunteers will fulfill duties with integrity and professionalism towards others. Employees, subcontractors and volunteers must treat young people with dignity, respect, and be nonjudgmental in their approach. Healthy and supportive boundaries with young people are maintained at all times.

b. Contractor employees, subcontractors and volunteers are prohibited from having personal or intimate relationships with DCYF young people, including sharing personal information such as

phone numbers or home addresses, providing services outside of the scope of their duties, and/or having sexual relationships with young people in their care.

9. Conflict of Interest Involving Placement

- a. The Contractor shall ensure that an assessment of potential conflict of interest occurs before the Contractor places any child in an out-of-home placement.
- b. The assessment shall include asking any adult living in the out-of-home placement whether a conflict of interest of the following nature exists.
- c. The Contractor must also require that all adults in the home report any conflict of interest that occurs after the child is placed by the following work day.
- d. A conflict of interest exists when:
 - (1) An adult in the home conducts or has conducted an investigation, as a part of their employment, of an allegation of abuse or neglect of the child; or
 - (2) The child is or has been, or is likely to be a witness against an adult in the home in any pending legal action or claim against the state involving:
 - (a) An allegation of abuse or neglect of the child or sibling of the child; or
 - (b) A claim of damages for wrongful interference with the parent-child relationship between the child and his or her biological parent.
- e. The Contractor shall not place or allow a child to remain in a specific out-of-home placement, when there is a conflict of interest on the part of any adult residing in the home, in which the child is to be or has been placed.
- f. The Contractor shall immediately notify DCYF upon becoming aware that the Contractor, a child served under this Contract or a licensed caregiver providing services under this Contract is, or has been, or is likely to be, a party or witness in a claim or legal action where DCYF is named as a party.

10. Caseload

- a. Case manager's caseload shall not exceed four (4) PTFC cases.
- b. If the Case Manager has a mixed caseload, the Contractor shall use the Case Load calculator located on the posted Fee Table.

11. Transportation of Children

- a. The Contractor shall only provide transportation for children that is safe, reliable, and in conformance with the state and federal safety laws if transportation is a component of the services provided under the Contract. The Contractor shall **not** subcontract or otherwise arrange for transportation of children served under this Contract without prior DCYF approval.
- b. The Contractor shall at all times comply, and shall ensure that all employees, volunteers and subcontractors comply, with the following requirements:

- (1) Drivers shall be age twenty-one (21) or older, have a current valid driver's license for the classification of motor vehicle operated, have proof of liability insurance and successfully pass a DCYF background check and a driving record check.
- (2) Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at <https://wadrivetozero.com/car-seats/>.
- (3) Driver or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- (4) Drivers shall never leave a child unattended in the vehicle;
- (5) Motor vehicle is maintained in safe operating condition.
- (6) Number of passengers does not exceed the seating capacity of the motor vehicle.
- (7) Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.
- (8) **The Contractor shall ensure that no transportation of DCYF clients occurs unless an auto insurance policy that covers the transportation of DCYF clients is in effect.**
- (9) The Contractor shall provide all child safety restraints for children served under this Contract. Child safety restraint expenses are included in the maximum contract amount for this Contract.
- (10) DCYF shall have discretion to disallow any employee, subcontractor, or volunteer of a contractor from providing transportation to DCYF clients.

c. The Contractor shall **not** transport a child who is **not** in DCYF care, custody, and control.

12. Client Records

The Contractor shall maintain individual client records and shall promptly submit to DCYF a copy of such records upon request. At a minimum, individual client records must include:

- a. Information regarding DCYF referral;
- b. DCYF Safety Assessment/Safety Plan;
- c. Needs assessment and service plans;
- d. Signed "release of information" consent forms;
- e. Information and documentation regarding intake;
- f. Contacts with the family, chosen and biological, to include: date of contact, name(s) of members(s) present, and charting notes;
- g. Medical records to include: Well-Child/EPSTD medical exam, any medical assessments, specific medical needs, and medical care provided;

- h. Documentation regarding coaching and mentoring;
- i. Documentation of efforts to engage young person in community and areas of interest, to include: date of contact, name(s) of members(s) present, and charting notes;
- j. Documentation of collateral contacts, each of which shall have a corresponding authorization to release information;
- k. Crisis Plan;
- l. Safety Plan for Telehealth (if applicable);
- m. Telehealth Informed Consent (if applicable);
- n. Monthly Progress Reports and other monthly reports;
- o. Assessment of potential conflict of interest;
- p. Cultural relevancy, LEP and ILS plans, when appropriate;
- q. Quarterly Report and Caregiver Support Plan;
- r. Incident Reports involving the young person;
- s. Initial Health Assessment;
- t. Program Orientation;
- u. ISTP;
- v. Documentation of Transition Planning;
- w. Monthly Progress Reports;
- x. EPSDT assessment;
- y. Copies of Aftercare Service Plans (if applicable);
- z. Hours of service provided to client to include: date of service, type of service, number of hours provided and outcome of service (include the number of home visits provided);
- aa. Documentation of travel time and mileage; and
- bb. Copies of all written correspondence, reports from other providers, and any other reports generated by the Contractor not listed in this section.

13. Administrative Records

The Contractor shall retain the following administrative records:

- a. Child Protective Services Log;
- b. Monthly Census Report;

- c. Fiscal records that shall substantiate costs charged to DCYF under this Contract;
- d. Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken.
- e. Documentation of all costs associated with service provided under this Contract;
- f. Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- g. Personnel policy reflecting DCYF policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- h. Work Place Violence policy;
- i. Preventing and addressing discrimination, harassment, sexual harassment and retaliation policy that address each of these areas;
- j. A copy of any subcontract or other agreement for subcontracted services and the provider's qualifications;
- k. Copy of the Certificate of Insurance for each subcontractor; and
- l. Protected group data:
 - (1) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
 - (2) A list of all DCYF clients served that addresses date of birth, sex, and race.

When collecting protected groups' data, the Contractor shall inform staff and clients that:

- (a) The furnishing of the information is entirely voluntary; and*
- (b) The refusal to furnish the data shall not have adverse effects.*

14. Personnel and Subcontractor Records

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, (2) volunteers, and (3) any subcontractor's staff and employees who may have contact with DCYF clients in performing duties or providing services under this Contract:

- a. DCYF criminal history background check approval;
- b. Any other criminal history background checks;
- c. Driving Record;
- d. Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- e. Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;

- f. Documentation of academic history and credentials, as applicable;
- g. Employment and experience history;
- h. References from previous employer(s);
- i. Job description;
- j. Staff supervision provided;
- k. Annual employee performance evaluations;
- l. Proof of driver's license and automobile liability insurance if staff or subcontractor provides transportation to DCYF clients or signed waiver attesting to not transporting DCYF clients under this contract;
- m. Training records, as applicable;
- n. Hours worked and payment records;
- o. Staff training log;
- p. CFARS certification documentation, for those performing the CFARS assessments;
- q. Signed statements acknowledging duty to report child maltreatment;
- r. Signed statements to adhere to confidentiality of client information; and
- s. Copy of each signed subcontract or other agreement for any subcontractors.

15. Operating Procedures

- a. In Consultation with DCYF, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address:
 - (1) Referral process steps and scheduling process;
 - (2) Communication links (contact persons);
 - (3) Average caseload size;
 - (4) Client eligibility;
 - (5) Service authorizations and referral procedures;
 - (6) Case updating requirements;
 - (7) Case termination and extension procedures;
 - (8) Report and feedback process;

(9) Emergency procedures; and

(10) Financial Management which shall include, but not limited to:

(a) Fiscal records that shall substantiate costs charged to DCYF;

(b) Documentation of all costs associated with services provided;

(c) Payroll;

(d) Subcontractors (If applicable); and

(e) Travel Cost.

b. The Contractor shall submit a copy of the written operating procedures to the DCYF Contact identified on page 1 upon execution of this Contract.

c. The Contractor and the DCYF Contact on page 1 shall each retain a copy of the written operating procedures.

16. Degree Requirements

The Contractor shall ensure that any degrees required of the Contractor or the Contractor's staff under this Contract, or by statute, shall meet the following requirements before the Contractor shall provide services under this Contract:

a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;

b. The degree must be awarded by a public or private four (4) year or two (2) year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one (1) of the following regional accreditation boards for the United States:

(1) MSA – Middle States Association

(2) NWCCU – Northwest Commission on Colleges and Universities

(3) NCA – North Central Association of Colleges and Schools

(4) NEASC – New England Association of Schools and Colleges

(5) SACS – Southern Association of Colleges and Schools

(6) WASC – Western Association of Schools and Colleges

c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one (1) of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.

- d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.
- e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: www.chea.org.
- f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

17. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this Contract.
- b. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.
- c. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834 and 43.20A.710, and WAC 110-04, or successor statutes has been completed through DCYF for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- d. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DCYF.
- e. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), or successor statute, has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

18. Health and Safety of DCYF Client Children

- a. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse, or other presenting problems which were not stated in the DCYF referral, the Contractor shall immediately report this information to the referring DCYF Social Service Specialist and or tribal social worker and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within twenty-four (24) hours to the DCYF Social Service Specialist and or tribal social worker and to CPS Intake.
- b. Contractors are mandated reporters under chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse and neglect to (1) Child Protective Services (CPS) Intake and (2) the referring DCYF Social Service Specialist and or tribal social worker. The Contractor shall follow verbal notification by written notification within twenty-four (24) hours to the DCYF Social Service Specialist and or tribal social worker and to CPS Intake.
- c. CPS Intake shall make the determination of whether the referral constitutes an allegation of child abuse or neglect that shall be accepted for investigation, as a possible licensing compliance issue, or as a matter of "information only".

- d. Written notification required by the Contractor shall include notification by e-mail or by fax.

19. Corporal Punishment Prohibited

Corporal punishment of children in DCYF's care or custody is prohibited. Corporal punishment is any act which willfully inflicts or causes the infliction of physical pain on a child. The Contractor, and the Contractor's agents and employees, shall not administer corporal punishment to children served under this Contract.

20. Smoking Prohibited in Presence of Client Children and Foster Youth

Smoking in the presence of client children, including the use of e-cigarettes (aka vaping), is prohibited. This prohibition extends to, but is not limited to, the following circumstances:

- a. When transporting client children under age eighteen (18) and foster youth eighteen (18) to twenty-one (21) years of age;
- b. When there is direct contact with client children under age eighteen (18) and foster youth eighteen (18) to twenty-one (21) years of age, such as talking with a child or accompanying a child, even when in a public place where smoking may otherwise be permitted.

21. Culturally Responsive Services

- a. The Contractor shall provide appropriate, accessible, and culturally responsive services to clients and their families.
- b. Service delivery shall be culturally competent and to each client's cultural beliefs and values, ethnic norms, language needs, individual differences, and incorporate cultural specific and cultural adaptations, when appropriate for the delivery of the service if there's fidelity concerns.
- c. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community.
- d. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer.

22. Interpretation and Translation

In order to meet the needs of our clients, the Contractor shall:

- a. Possess appropriate technology (including laptops or tablets of suitable size, high speed internet connection and other similar technology) to facilitate the use of video remote interpretation (VRI);
- b. Provide Limited English Proficiency (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- c. Request appropriate Auxiliary Aids and Services whenever they are necessary to ensure effective communication for clients who are deaf, Deafblind, or hard of hearing using the methods set forth in sections d-g below.
- d. Notify the DCYF Social Service Specialist and or tribal social worker to request a qualified sign language interpreter for clients whose primary language is sign language whenever necessary to

ensure effective communication in the following circumstances:

- (1) Communications regarding an explanation of a Client's rights, responsibilities, or obligations;
 - (2) Obtaining assent to any legally-binding agreement;
 - (3) Communications that pertain to out-of-court communications that involve negotiations or other significant legal issues; and
 - (4) Services that are required by this contract.
- e. Notify the DCYF Social Service Specialist and or tribal social worker to request in-person interpretation services whenever necessary to ensure effective communication in the following circumstances:
- (1) Communications regarding an explanation of a Client's rights, responsibilities, or obligations;
 - (2) Obtaining assent to any legally-binding agreement;
 - (3) Communications that pertain to out-of-court communications that involve negotiations or other significant legal issues; and
 - (4) Services that are required by this contract.
- f. Request and access video interpretation services if in-person interpretation services are unavailable pursuant to DCYF guidance. To obtain DCYF guidance pertaining to accessing video interpretation services please contact DCYF's coordinator.
- g. Request and access other auxiliary aids and services to facilitate effective communication by contacting DCYF's ADA Coordinator as soon as the need is known.
- h. Provide to DCYF clients served under the Contract the contact information for DCYF's ADA Coordinator.

Karin Morris – DCYF ADA Coordinator

Dcyf.adaaccessibility@dcyf.wa.gov

(360) 480-7230

23. Auditing and Monitoring

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DCYF Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DCYF to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.

- d. DCYF may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DCYF reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

24. Office of the Family and Children's Ombuds (OFCO)

- a. The Contractor shall release records relating to services provided to youth that are dependent under chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under chapter 13.34 RCW without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of thirteen (13) years, unless law otherwise specifically prohibits such release.
- b. The Contractor shall notify the DCYF headquarters Program Manager when the OFCO makes a request for records.

FamLink Database Access Requirements

Professional Therapeutic Foster Care

1. Justification for Online Access

Limited data input to the federally funded NYTD Chafee program ILS program utility within FamLink.

2. Description of FamLink DATA to be Accessed

- a. Specified Professional Therapeutic Foster Care staff of the Contractor will be granted on-line access to view client records in FamLink. These individual employees will be granted on-line access only to the specific FamLink modules that are necessary to carry out the purpose of this Contract.
- b. The specified Professional Therapeutic Foster Care staff of the Contractor will be granted on-line access to input data into the ILS Program Utility.
- c. The specified Professional Therapeutic Foster Care staff of the Contractor are authorized to update or change information if needed, in the person management page, the Independent Living Skills Utility, and the education page in the FamLink system.

3. Requirements for Access

- a. Access to FamLink shall be limited to Professional Therapeutic Foster Care staff whose duties specifically require access in the performance of their assigned duties.
- b. The Contractor's employees shall access FamLink through Secure Access Washington (SAW).
- c. Access to FamLink will be determined on an individual basis by DCYF for each individual employed by the Contractor who requires access. Individuals will only be granted access to FamLink after completion of the following steps:
 - (1) The Contractor must submit a completed *FamLink Data Access Request/Change Form* for each individual applying for access to FamLink. This form must be signed by the individual applying for access and their supervisor. The individual must disclose anyone known to them with a record in FamLink with whom they have other than a professional relationship, and their relationship to that person;
 - (2) DCYF shall conduct a search of FamLink records to determine if the individual applying for access has a record in the SACWIS system;
 - (3) If no record exists, the individual shall be cleared for on-line access to FamLink;
 - (4) If a record does exist, it will be referred to the Assistant Attorney General for review. DCYF reserves the right to deny access to any individual with a record in FamLink; and
 - (5) DCYF shall notify the Contractor if the employee has been cleared/not cleared for on-line

access.

- d. The Contractor shall assign an Professional Therapeutic Foster Care Administrator as a point of contact to communicate with DCYF regarding FamLink access for all of the Contractor's employees. The Professional Therapeutic Foster Care Administrator will:
 - (1) Serve as DCYF's point of contact to assure compliance with all requirements in Section 4, "Contractor Responsibilities for Access" and Section 5, "Description of Use of Data";
 - (2) Submit completed FamLink Data Access Request/Change Form for each individual applying for access to FamLink to: dcyf.servicedesk@dcyf.wa.gov;
 - (3) Assist in DCYF' efforts to monitor the security provisions of the Agreement, by annually reviewing, completing and maintaining copies of the *DCYF Agreement on Nondisclosure of Confidential Information – Non Employee* in the personnel file for each employee with on-line FamLink access; and
 - (4) Maintain a process within Professional Therapeutic Foster Care whereby supervisors and/or managers promptly report to the ATLP Administrator all staff duty changes or other personnel changes for which removal or reduction of computer system privileges is appropriate, so these can be reported to DCYF.

4. Contractor Responsibilities for Access

The Contractor shall comply with the following specific to FamLink access.

- a. Restrict access to FamLink records to those individuals who are required to access FamLink to carry out their legally mandated responsibilities, and who have been granted on-line access by DCYF through completion of the *FamLink Data Access Request/Change Form* and issuance of a FamLink User ID and password.
- b. Prior to granting on-line FamLink access to staff cleared for access, and annually thereafter, the Contractor shall notify all such staff of the Use and Disclosure requirements and must insure that each employee with access to FamLink records or information signs the *DCYF Contract on Nondisclosure of Confidential Information – Non Employee Form # 03-374b*, which is available at <https://www.dcyf.wa.gov/practice/forms-publications>. The Contractor shall retain copies of all signed forms on file for monitoring purposes; forms must be made available for DCYF review upon request.
- c. DCYF does not allow shared User IDs and passwords for use with confidential information, or to systems that contain confidential information. Contractor's staff shall not share User IDs and/or passwords.
- d. Within twenty-four (24) hours inform DCYF, via: dcyf.servicedesk@dcyf.wa.gov, when any of the following incidents take place:
 - (1) New personnel requiring access;
 - (2) Individuals who no longer require access; and/or
 - (3) Any access or use of FamLink that is not authorized under this Contract.

- e. Perform the following actions when an employee with FamLink access terminates employment, transfers, or changes duties that do not include a need for FamLink access:
 - (1) Notify the employee of his or her duty to continue keeping information confidential;
 - (2) Promptly revoke access that is no longer needed or appropriate. Disable (revoke) all user IDs within five (5) business days of the termination; and
 - (3) Disable (revoke) all access and user IDs immediately when an employee is terminated for cause.
- f. Provide DCYF via dcyf.servicedesk@dcyf.wa.gov an annual list by December 10th of each year of personnel who are directly involved in accessing the data described in this Contract, and update the list as necessary to keep it current. DCYF may, at its discretion, request the *FamLink Data Access Request/Change Form* be completed and resubmitted annually for each user; if requested, the Contractor will be provided sixty (60) days notice.

5. Description of Use of Data

a. Limitations on Use of Data

- (1) The Contractor shall report the results of any investigations or audits conducted, received, maintained or completed using information obtained from FamLink in aggregate form only. Identifying client information shall not be reported or otherwise released to any party unless permitted under law.
- (2) If the data and analyses generated by data Recipient contain personal information about DCYF clients, then any and all reports utilizing these data shall be subject to review and approval by the Data Provider prior to publication in any medium or presentation in any forum.
- (3) Use of data not specified in this Contract must be approved by an amendment to this Contract, agreed to and signed by both parties.
- (4) The Contractor shall collaborate with DCYF staff to gain an understanding of the reliability and appropriate use of specific data elements and apply such information to the purpose for which they are accessing the information.

b. Proprietary Rights

- (1) This Contract does not constitute a release of the data for the Contractor's discretionary use.
- (2) Data may be accessed only to carry out the responsibilities specified in the purpose of this Contract and in accordance with the legal authority granting the Contractor access as specified in "Justification for Online Access".
- (3) DCYF retains its role as primary custodian of the data.
- (4) Any ad hoc analysis or other use of FamLink Data, not specified in this Contract, is not permitted without the prior written consent.

c. Ownership of Data

The Contractor agrees that DCYF has the right, at any time, to monitor, audit, and review activities and methods in implementing this Contract in order to assure compliance.

d. Training on FamLink

DCYF staff shall train the Contractor and staff on the use of the FamLink system. The Contractor's staff, who have been fully trained on the use of FamLink, can train other staff on the system.

6. Confidentiality and Nondisclosure

- a. The Contractor acknowledges the confidential nature of the information in FamLink and agrees to comply with all federal and state laws, regulations, and policies that apply to DCYF regarding the confidentiality of information.
- b. The data to be shared under this Contract is confidential in nature and is subject to state and federal confidentiality requirements that bind the Contractor and its employees to protect the confidentiality of the personal information contained in DCYF data.
- c. The Contractor and its employees may use the personal and confidential information or data gained by reason of this Contract only for the purpose of this Contract.
- d. The Contractor shall maintain the confidentiality of all FamLink Data in accordance with the most protective of state and federal laws and shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements, including restrictions on re-disclosure. The Contractor agrees to keep client information according to Exhibit A.
- e. Use of this information is limited to persons who have a "need to know."
- f. The Contractor shall not link the data with Personal Information or individually identifiable data from any other source nor re-disclose or duplicate the data unless specifically authorized to do so in this Contract or by the written authorization of DCYF.
- g. The Contractor shall not disclose nor transfer any information as described in this Contract to any party in whole or in part, or to any individual or agency not specifically authorized by this Contract, except as provided by law.
- h. The Contractor shall notify DCYF within one (1) business day if the Contractor discovers any unauthorized use or disclosure of FamLink information. Notification to DCYF shall be sent by secure e-mail or by phone to the Contact listed on page one (1).