SERVICES CONTRACT
Early Childhood Policy Fellowship

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

CONTRACTOR NAME
Southeast Seattle Education Coalition

CONTRACTOR doing business as (DBA)

CONTRACTOR ADDRESS
3829 South Edmunds Street
Box 9
Seattle, WA 98118

WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)
813-543-228

DCYF INDEX NUMBER
250007

CONTRACTOR CONTACT
Nubia Lopez

CONTRACTOR TELEPHONE
(206) 200-6069

CONTRACTOR FAX

CONTRACTOR E-MAIL ADDRESS
nubia@pathwaveswa.org

DCYF ADMINISTRATION
Department of Children, Youth, and Families

DCYF DIVISION
Children, Youth and Families

DCYF CONTRACT CODE
2000PC-32

DCYF CONTACT NAME AND TITLE
Stephen Cotter
Contracts Manager

DCYF CONTACT ADDRESS
1115 Washington St SE
Olympia, WA 98504

DCYF CONTACT TELEPHONE
(360)902-8266

DCYF CONTACT FAX
Click here to enter text.

DCYF CONTACT E-MAIL ADDRESS
Stephen.Cotter@dcyf.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?
No

CONTRACT START DATE
09/01/2022

CONTRACT END DATE
05/31/2024

CONTRACT MAXIMUM AMOUNT
$217,000.00

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

☐ Data Security: ☒ Exhibits (specify): Exhibit A - Data Security, Exhibit B - Statement of Work
☐ No Exhibits.

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

CONTRACTOR SIGNATURE
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.

4. **Billing Limitations.**
DCYF General Terms and Conditions

a. DCYF shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DCYF shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DCYF shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

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

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

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

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

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

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

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

11. Order of Precedence. In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the
inconsistency or conflict shall be resolved by giving precedence to these General Terms and
Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in
the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

12. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the
Contract remains valid and in full force and effect.

13. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which,
by their sense and context, are intended to survive the expiration or termination of the particular
agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Disputes;
Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment,
Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

14. **Termination Due to Change in Funding.** If the funds DCYF relied upon to establish this Contract or
Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed
on such funding, DCYF may immediately terminate this Contract by providing written notice to the
Contractor. The termination shall be effective on the date specified in the termination notice.

15. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any
subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and
conditions of this Contract. Only the DCYF Contracts Administrator or designee has the authority to
waive any term or condition of this Contract on behalf of DCYF.

Additional General Terms and Conditions – Services Contracts

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

17. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not
strictly for or against any party. Any rule of construction to the effect that ambiguities are to be
resolved against the drafting party shall not apply in interpreting this Contract.

18. **Indemnification and Hold Harmless.**

a. The Contractor shall be responsible for and shall indemnify, defend, and hold DCYF harmless from
any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or
fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor’s or any
Subcontractor’s performance or failure to perform this Contract, or b) the acts or omissions of the
Contractor or any Subcontractor.

b. The Contractor’s duty to indemnify, defend, and hold DCYF harmless from any and all claims,
costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include
DCYF’s personnel-related costs, reasonable attorney’s fees, court costs, and all related expenses.

c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify,
defend, and hold harmless the State and its agencies, officials, agents, or employees.

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

19. **Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW,
Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay
premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from
DCYF General Terms and Conditions

the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

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

   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.

21. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until the tenth (10th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

22. Subcontracting. Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DCYF. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DCYF’s rights or remedies available under this Contract.

23. Subrecipients.

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

      (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(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


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

(1) Submit to the DCYF contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

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

24. Termination for Convenience. DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice.

25. Termination for Default. The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DCYF has a reasonable basis to believe that the Contractor has:

a. Failed to meet or maintain any requirement for contracting with DCYF;

b. Failed to protect the health or safety of any DCYF client;

c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or

d. Violated any applicable law or regulation.
DCYF General Terms and Conditions

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

   a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.

   b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.

   c. The Contractor shall immediately deliver to the DCYF contact named on page one of this Contract, or to his or her successor, all DCYF property in the Contractor's possession. The Contractor grants DCYF the right to enter upon the Contractor’s premises for the sole purpose of recovering any DCYF property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DCYF property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

   d. DCYF shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.

   e. DCYF may withhold a sum from the final payment to the Contractor that DCYF determines necessary to protect DCYF against loss or additional liability.

   f. The rights and remedies provided to DCYF in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

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

28. **Taxes.**

   a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DCYF will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor’s income or gross receipts, or personal property taxes levied or assessed on Contractor’s personal property. DCYF, as an agency of Washington State government, is exempt from property tax.

   b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with 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.
1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. “Agency” means a public or private agency or other organization providing services to DCYF clients.

   b. “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.

   c. “Client” means any child or adult who is authorized services by DCYF.

   d. “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.

   e. “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.

   f. “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.

   g. “Security Incident Response” means the steps taken to respond to a breach of confidential data.

   h. “SESEC” means the Southeast Seattle Education Coalition, a 501 c 3 non-profit corporation, also referred to herein as “Contractor”.

2. **Purpose.** The purpose of this Contract is to establish the Early Childhood Fellowship, a partnership between DCYF and the Southeast Seattle Education Coalition

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

4. **Data Security Requirements – Exhibit A.** The Contractor shall protect, segregate, and dispose of data from DCYF as described in Exhibit A.

5. **Reports.** The Contractor shall provide the following written reports: Written reports must be submitted by secure email to the DCYF contact identified below. The DCYF Secure E-mail User Guide is available at: [https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email](https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email).

   SESEC will work with an external evaluator for program improvement purposes. In completion of this work, SESEC will use a participatory-based evaluation model.

6. **Consideration.**

   **Maximum Contract Amount.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $217,000, including any and all expenses, and shall be based on the reimbursement schedule contained within Exhibit B: Statement of Work.
Special Terms and Conditions

7. **Billing and Payment**

The Contractor shall submit a monthly invoice for services performed under this Contract on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DCYF.

a. The voucher shall clearly indicate that it is “FOR SERVICES RENDERED IN PERFORMANCE UNDER DCYF CONTRACT NO.2232-43800 FOR THE MONTH OF , 20 ”

b. The A-19 invoice vouchers shall be submitted to:

Nicole Rose, Asst. Sec. Early Learning
Department of Children, Youth and Families
PO Box
, WA

c. The Contractor shall contact the above DCYF contact at ( ) - concerning billing questions.

d. The rates shall be as specified above in the section titled “Consideration” of this Contract.

e. The Contractor shall bill for each month of service on a separate Form A-19. The A-19 shall state the month services were provided.

f. DCYF may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Contract.

g. Claims for payment submitted by the Contractor shall be paid by DCYF if received by DCYF no later than sixty (60) days from the date services were rendered.

h. 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.

i. DCYF shall make payment within thirty (30) days of receipt of a properly completed invoice for services.

j. DCYF may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within ten (10) working days of the due date, or incomplete.

8. **Payment Only for Contracted Services**

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

9. **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
Special Terms and Conditions

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

c. **No Federal Match.** The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DCYF.

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

10. **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.

11. **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.

12. **Business/Financial Assessment**

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

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

a. Has a credit history which could adversely affect the Contractor’s ability to perform the contract;

b. Has failed to meet a financial obligation as the obligation fell due in the normal course of business; or

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

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

(1) Result in a conviction for violating a local, state or federal law, or

(2) In the sole judgment of DCYF, adversely affect the delivery of services under this Contract or the health, safety or welfare of DCYF clients.

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

14. Removal of Individuals from Performing Services
a. In the event that any of Contractor’s employees, subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DCYF may require that Contractor assure DCYF that such individual will not provide services to DCYF clients under this Contract.

b. DCYF shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within twenty-four (24) hours, disallow that person from providing direct services to DCYF clients. Failure to do so may result in a Compliance Agreement and possible suspension or termination of this Contract.

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

16. Evaluation of Contractor
DCYF may evaluate the Contractor’s performance during the term of the Contract. Areas of review may include, but are not limited to, the following:

a. Effectiveness of services;

b. Timeliness of services provided;

c. Effective collaborative efforts with DCYF;

d. Quality and clarity of reports;

e. Adherence to contract terms; and

f. Compliance with federal and state statutes.
17. **Administrative Records**

The Contractor shall retain all fiscal records that substantiate all costs charged to DCYF under this Contract.

18. **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.

19. **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.

20. **Disputes**

   a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DCYF policy is not disputable. A party’s written request for dispute resolution must include:

      (1) A statement identifying the issue(s) in dispute; and

      (2) Contractor’s name, address and contract number.

   b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.

   c. A copy of the current DCYF’s dispute resolution process is available at any time by written request.

   d. Requests for dispute resolution or for a copy of the current DCYF’s dispute resolution process should be sent to:
e. This dispute resolution process is the sole administrative remedy available under this Contract.

21. **Braam Considerations**

In the event that DCYF should need to include additional requirements relating to the services provided under this Contract, as part of DCYF’s obligation to meet the requirements of *Braam v. State of Washington*, the parties agree to negotiate in good faith the incorporation of such additional requirements in this Contract, either by an amendment to this Contract or by a revised contract that would replace this Contract.
DATA SECURITY REQUIREMENTS

ORGANIZATION OF DATA SECURITY REQUIREMENTS

1. Definitions
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16. Public Disclosure

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:


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. “Business Associate Agreement” means an agreement between DCYF and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

d. “Category 4 Data” is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
e. “Cloud” 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.

f. “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.

g. “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, Category 4 Data, Sensitive Personal Information, or Materials.

h. “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.

i. “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.

j. “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.

k. “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.

l. “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.

m. “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.
n. “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.

o. “Physically Secure” means that access is restricted through physical means to authorized individuals only.

p. “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.

q. “Sensitive Personal Information” means personally identifying information including, but not limited to: names, addresses, health information, GPS [Global Positioning System] coordinates, telephone numbers, email addresses, social security numbers, driver’s license numbers, or other personally identifying information, and any financial identifiers.

r. “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.

s. “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.

t. “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.


3. Scope of Protection. Applies to Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials 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. Compliance with Laws, Rules, Regulations, and Policies. For Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials 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:
a. All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials; and

b. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials.

5. **Administrative Controls.** The Contractor must have the following controls in place:

a. 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, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. Security awareness training for all staff, presented annually, as follows:

   (1). Contractor staff responsibilities under the Contractor’s security policy;

   (2). Contractor staff responsibilities as outlined under contract Exhibit A; and


6. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures that:

   (1). Govern access to systems; and

   (2). Govern access to paper/hard copy documents and files.

b. Restrict access through administrative, physical, and technical controls to authorized staff;

c. 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;

d. Ensure that only authorized users are capable of accessing the Data;

e. Ensure that an employee’s access to Data is removed within twenty-four (24) hours:

   (1). Upon suspected compromise of the user credentials;

   (2). When their employment, or the contract under which the Data is made available to them, is terminated;

   (3). When they no longer need access to the Data to fulfill the requirements of the Contract; and

   (4). When the staff member has been suspended from performing services under this Contract.
f. Have a process to review and verify, quarterly, that only authorized users have access to systems containing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, or Materials;

g. When accessing the Data from within the Contractor’s network (the Data stays within the Contractor’s network at all times), enforce password and logon requirements for users within the Contractor’s network, including:

(1). A minimum length of eight (8) characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point;

(2). That a password does not contain a user’s name, logon ID, or any form of their full name;

(3). That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words; and

(4). That passwords are significantly different from the previous four (4) passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information, Data, Category 4 Data, Sensitive Personal Information, and Materials from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor’s network), mitigate risk and enforce password and logon requirements for users by employing measures that include:

(1). Ensuring mitigations applied to the system don’t allow end-user modification;

(2). Not allowing the use of dial-up connections;

(3). Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix;

(4). 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;

(5). Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than fifteen (15) minutes of inactivity; and

(6). Ensuring use of Multi-Factor Authentication to connect from the external end point to the internal end point.

i. 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.) in that case:

(1). The PIN or password must be at least five (5) letters or numbers when used in conjunction with at least one other authentication factor;

(2). Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable); and
(3). Must not contain a “run” of three or more consecutive numbers (12398, 98743 would not be acceptable).

j. If the Contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1). Be a minimum of six (6) alphanumeric characters;

(2). Contain at least three unique character classes (upper case, lower case, letter, number); and

(3). Not contain more than a three consecutive character run. Passcodes consisting of (12345, or abcd12 would not be acceptable).

k. Render the device unusable after a maximum of five (5) failed logon attempts.

7. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For 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.

b. **Network server disks.** For 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. 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.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** 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. Workstations which access Data on 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.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DCYF on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. 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. 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.

e. **Paper documents.**
(1). All paper documents must be protected by storing the records in a Secure Area, with access controlled through use of a key, card key, combination lock, or comparable mechanism, and which is only accessible to authorized personnel.

(2). 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.

(3). Paper documents will not be secured or stored in a motor vehicle any time a staff member is away from the motor vehicle.

(4). Paper documents will be retained in a Secure Area, per the state of Washington records retention requirements.

f. Data storage on portable devices or media.

(1). Except where otherwise specified 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:

(a). Encrypt the Data; and

(b). Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics; and

(c). Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is fifteen (15) minutes; and

(d). Apply administrative and physical security controls to Portable Devices and Portable Media by:

   i. Keeping them in a Secure Area when not in use;

   ii. Using check-in/check-out procedures when they are shared; and

   iii. Taking quarterly inventories.

(2). 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. 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.

g. Data stored for backup purposes.

(1) 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. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.
(2) 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. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DCYF Confidential Information still exists upon it, refer to Section 12 Data Disposition.

h. **Cloud storage.** Data requires protections equal to or greater than those specified elsewhere within this exhibit. 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:

(1). Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

   (a). Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed;

   (b). The Data will be Encrypted while within the Contractor network;

   (c). The Data will remain Encrypted during transmission to the Cloud;

   (d). The Data will remain Encrypted at all times while residing within the Cloud storage solution;

   (e). The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DCYF;

   (f). The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DCYF or Contractor networks;

   (g). The Data will not be decrypted until downloaded onto a computer or portable devise within the control of an Authorized User and within either the DCYF or Contractor’s network; and

   (h). Access to the cloud storage requires Multi Factor Authentication or Two Step Authentication.

(2). Data will 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.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

8. **Method of Transfer.**

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

   b. The Contractor shall use an encrypted email account for electronic submissions which contain Confidential, and Personal Information, as defined in the General Terms and Conditions.
Information regarding encrypted email accounts can be obtained at DCYF’s website, located at: https://www.dcyf.wa.gov/services/child-welfare-providers/encrypted-email.

9. **System Protection.** To prevent compromise of systems which contain DCYF Data or through which that Data passes:

   a. Systems containing Data must have all security patches or hotfixes applied within three (3) months of being made available;

   b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes;

   c. Systems containing Data shall have an Anti-Malware application, if available, installed; and

   d. Anti-Malware software shall be 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.

10. **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. As such, one or more of the following methods will be used for data segregation:

       (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.

    b. 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.

11. **Confidentiality Protection.** To safeguard confidentiality, and ensure that access to all Data is limited to authorized staff, the Contractor must:

    a. 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;

    b. 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;

    c. The Contractor shall 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; and

d. 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), which 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:

(1). DCYF approves the Contractor’s Staff person(s) or Subcontractors’ Staff person(s), to work on this Contract; and

(2). If requested by DCYF, Contractor must submit the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person(s) or Subcontractors’ Staff person(s).

12. Data Disposition. Contractor is responsible to ensure that all Data, including paper and electronic records, is retained pursuant to Washington State retention standards. Prior to the destruction of any Data, the DCYF Contact specified for this contract, must be notified in writing and permission given in writing to destroy any such Data. 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.

a. Once written permission to destroy Data has been granted by DCYF to the Contractor, the following acceptable methods of destruction must be used:

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

b. If any Data is required to be destroyed pursuant to this Section, within fifteen (15) calendar days after completion of such destruction the Contractor shall complete and deliver to DCYF a signed
Certification of Data Disposition, which can be found at this webpage: https://www.dcyf.wa.gov/forms.

13. **Data shared with Subcontractors.** If Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DCYF Contact specified for this contract for review and approval.

14. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DCYF shared Data must be reported to the DCYF Contact designated in the Contract within one (1) business day of discovery. If no DCYF Contact is designated in the Contract, then the notification must be reported to the DCYF Privacy Officer at: dcyfprivacyofficer@dcyf.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DCYF.

15. **Breach of Data.** 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:
   a. Terminate the Contract;
   b. Require that the Contractor return all Data to DCYF that was previously provided to the Contractor by DCYF; or
   c. Suspend the Contractor’s access to accounts and other information.

16. **Public Disclosure.**
   a. If a third party requestor seeks information of the Contractor for DCYF Data, a copy of the notice/request shall be emailed to DCYF by way of the DCYF Contracts and Procurement Office email at dcyf.contractdatabreach@dcyf.wa.gov within three calendar (3) days of third party request.
   b. DCYF Contracts and Procurement Office will respond to the Contractor on how to proceed with the request within five (5) calendar days of receiving such notification.
1. Project Plan and Responsibilities of Parties:

   a. Pre-Fellowship Launch:

      (1) Development of Role:

          (a) SESEC Responsibilities:

              i. SESEC program will work with DCYF to develop a Job Description for their prospective Fellow which meets the goals and program outcomes of the fellowship.

              ii. SESEC will provide parameters and guidelines for Job Description creation.

          (b) DCYF Responsibilities:

              i. DCYF will work collaboratively with the SESEC to develop a meaningful Fellow Job Description to meet both the fellowship outcomes and advance the work of DCYF.

              ii. An appropriate job description for the Fellow must provide substantive job duties to complement the professional development of the Fellowship experience.

      (2) Recruitment and Selection of Fellows

          (a) SESEC Responsibilities:

              i. SESEC will conduct outreach, recruit, and select a cohort of 8-12 culturally appropriate Fellows across the State of Washington.

              ii. SESEC will facilitate a process whereby DCYF and Fellows are matched in mutually agreeable placement for the duration of the Fellowship.

          (b) DCYF Responsibilities:

              i. DCYF will publicize the Fellowship opportunity through their existing networks to help recruit strong potential Fellows.

              ii. DCYF will participate in the matching process, which will include:

                  (A) Sharing information about DCYF with potential Fellows;

                  (B) A proposed Fellow job description;

                  (C) Participation in an interview and ranking process; and

                  (D) Communication with SESEC staff throughout the matching process.
b. Programmatic Fellow Supports:

(1) Learning Stance

(a) SESEC Responsibilities

i. SESEC is committed to building and strengthening leaders in the early childhood policy space, and will work with Fellows to create ample opportunities to draw meaning and connections for learning.

ii. SESEC will create reflective space for learning individually, peer to peer, and as a whole cohort.

(b) DCYF Responsibilities

i. DCYF recognizes that the Fellow is participating in a learning experience and will provide the Fellow opportunities to expand their knowledge, skills, and experience as part of their placement.

ii. DCYF will value reflective practice, supportive supervision, and encourage new areas of learning for their Fellow.

(2) Supervision

(a) SESEC Responsibilities

i. SESEC will provide support to DCYF, when the organization is building out policy capacity, and will benefit from additional policy supervision if that capacity does not exist within DCYF.

ii. SESEC will provide additional consultation on supervision on an as-needed basis on other management issues.

(b) DCYF Responsibilities

i. DCYF will assign two staff to manage and oversee the work of the individual Fellows for the duration of the Fellowship experience.

ii. DCYF will provide a Fellow job description(s) equivalent to 32 hours a week.

iii. DCYF will provide regular, weekly check-ins to co-create and track work plans and project goals.

iv. DCYF will work towards equitable management goals.

(3) Fellow Onboarding and Ongoing Support

(a) SESEC Responsibilities

i. SESEC will onboard and orient Fellows to the requirements and expectation of the Fellowship, including communication expectations and personnel policies.
ii. SESEC will ensure that the Fellow understands that they are employed by SESEC and will need to follow SESEC personnel policies.

(b) DCYF Responsibilities

i. DCYF will provide onboarding and orientation to Fellows placed, regarding internal policies and practices, pursuant to this agreement.

ii. DCYF will invite Fellows to appropriate internal meetings, trainings, and other relevant events in order to integrate the Fellow into their staff teams and organization.

(4) Professional Development

(a) SESEC Responsibilities

i. SESEC will provide weekly professional development opportunities for Fellows; including training, workshops, mentorship, and executive coaching.

ii. SESEC will provide DCYF with a calendar of Fellow Professional Learning dates and events at least 60 days in advance.

iii. SESEC will create a communications protocol for Fellows to communicate their professional development calendars with their supervisor at their site.

(b) DCYF Responsibilities

i. DCYF will allow the Fellow time to:

(A) Attend weekly Professional Learning day sessions;

(B) Attend mentorship meetings and executive coaching sessions.

ii. DCYF will include the Fellow in any internal organizational professional development as they deem appropriate.

(5) Fellow Personnel Benefits

(a) SESEC Responsibilities

i. SESEC will provide Fellows with a benefits package that includes:

(A) Medical and Dental Insurance;

(B) 18 Days of paid vacation time;

(C) 8 days of sick leave;

(D) 10 holidays; and

(E) 2 annual floating holidays.

ii. SESEC will create a communications protocol to ensure that the Fellow is communicating clearly when they intend to use their leave benefits.
(b) DCYF Responsibilities

i. DCYF will work with the Fellows’ schedule to ensure they can use their leave benefits, as per the Human Resources policies of SESEC.

ii. DCYF personnel should communicate, to their Fellows, any expectations regarding notice of vacation time and communication / coverage during absence.

(6) Technology Supports

(a) SESEC Responsibilities

i. SESEC will allocate some funds to support technology tools;

ii. SESEC will provide each Fellow with a $25 / month telephone stipend.

(b) DCYF Responsibilities

i. DCYF will provide the technological tools necessary to fulfill their duties as a Fellow for the duration of the Fellowship.

ii. At a minimum, DCYF will provide the following:

(A) DCYF email address;

(B) Software, including zoom, MS Office Suite; and

(C) Hardware (standard DCYF computer).

iii. DCYF reserves the right, on an as-needed basis, to request funding, from WA ECPF, to purchase computer equipment for Fellows.

(7) Mileage / Travel

(a) SESEC Responsibilities

WA ECPF will cover travel costs for all Fellowship related professional development, Fellowship court meetings, and other Fellowship activities.

(b) DCYF Responsibilities

i. DCYF will cover mileage and travel costs for Fellows during regular business hours, if travel is required.

ii. If DCYF requires support for mileage or travel required as part of the Fellow’s job description, a request will be made and will be considered on an as-needed basis.

(8) Office Space

(a) SESEC Responsibilities

SESEC will not provide any office space for the Fellows.
(b) DCYF Responsibilities

i. DCYF will offer office space as per existing organizational policies and practices.

ii. To the extent practicable, DCYF will provide Fellows with appropriate office space and develop a schedule.

c. Learning Community

(1) SESEC Responsibilities

SESEC will coordinate opportunities for DCYF to reflect and continue to develop their antiracist practices, in order to advance antiracism in the field.

(2) DCYF Responsibilities

(a) Community of Practice: DCYF will work to ensure that the supervisor of the Fellow, along with up to two (2) additional management level staff to participate in quarterly community of practice meetings.

(b) DCYF will share its internal work to advance antiracism in the field and commits to the co-creating of a “Community of Practice” with SESEC and other SESEC partners.

(c) DCYF commits to allow for staff time to meaningfully participate in the Antiracism Community of Practice.

2. Placement Fee Structure

a. Fellowship Employment

(1) The Fellows contemplated by this agreement, shall be the employees of SESEC.

(2) SESEC shall directly pay and manage the salary and benefits of the Fellows.

(3) Additionally, SESEC will be responsible for the maintenance of any and all personnel records, along with payroll withholding and the management of leave.

b. Contributions of SESEC and DCYF

(1) SESEC will pay a salary of $62,000 for each Fellow placed pursuant to this agreement. This does not include benefits and other programmatic costs.

(2) DCYF will reimburse, to SESEC the salary portion of each Fellow.

(3) SESEC will pay benefits and other programmatic costs for each Fellow.

c. Invoicing / Payment

(1) SESEC will invoice DCYF directly, for the agreed upon cost of $62,000 for each Fellow.

(2) DCYF will be responsible for the submission of payment, to SESEC, within 30 days of invoice.
(3) As part of this process, DCYF will identify key staff who would communicate with SESEC with regard to fiscal matters.

(4) Additionally, prior to the release of each payment, SESEC and DCYF will confer to confirm that the Fellows have been meeting the terms of the Fellowship and engaging in all of the activities contemplated by this Agreement.

(5) Payment schedule

(a) On each of the dates identified below, DCYF will release a payment, to SESEC, consisting of $1/7 of the amount owed.

(b) Based on a total value of $62,000 per Fellow and a 25% share paid by DCYF (calculated as $108,500 per Fellow), payments will be released as follows:

i. Payment 1 (October 2022): $31,000
ii. Payment 2 (January 2023): $31,000
iii. Payment 3 (April 2023): $31,000
iv. Payment 4 (July 2023): $31,000
v. Payment 5 (October 2023): $31,000
vi. Payment 6 (January 2024): $31,000
vii. Payment 7 (April 2024): $31,000