SERVICES CONTRACT
Foster Parent Scholarships for Pacific Northwest Caregivers Conference

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

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foster Parents Association of Washington</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACTOR ADDRESS</th>
<th>CONTRACTOR TELEPHONE</th>
<th>CONTRACTOR FAX</th>
<th>CONTRACTOR E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1281 Sylvan Way 3008 Bremerton, WA 98310</td>
<td>(360) 990-1255</td>
<td></td>
<td><a href="mailto:mkbeth@comcast.net">mkbeth@comcast.net</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF ADMINISTRATION</th>
<th>DCYF DIVISION</th>
<th>DCYF CONTRACT CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Children, Youth, and Families</td>
<td>Children, Youth and Families</td>
<td>2000PC-32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF CONTACT NAME AND TITLE</th>
<th>DCYF CONTACT ADDRESS</th>
<th>DCYF CONTACT E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melissa Cox</td>
<td>1110 Jefferson St SE</td>
<td><a href="mailto:melissa.cox@dcyf.wa.gov">melissa.cox@dcyf.wa.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF CONTACT TELEPHONE</th>
<th>DCYF CONTACT FAX</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>360-867-8028</td>
<td>360-867-8028</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CFDA NUMBER(S)</th>
<th></th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>CONTRACT START DATE</th>
<th>CONTRACT END DATE</th>
<th>CONTRACT MAXIMUM AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/07/2022</td>
<td>08/31/2023</td>
<td>$45,000.00</td>
</tr>
</tbody>
</table>

EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:
- Data Security: No Data Security Exhibit
- Exhibits (specify): No Exhibits.

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

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft - Please Do Not Sign</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DCYF SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft - Please Do Not Sign</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
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;
DCYF General Terms and Conditions

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

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. “Adoptive Parent” means a caregiver who may or may not be licensed and has adopted a child or children.

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

   c. “Birth Parent” means the biological parent of a child who is experiencing foster care.

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

   e. “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.

   f. “Foster Parent” means a currently licensed caregiver who cares for a child or youth experiencing foster care but who is not the child’s legal parent or guardian.

   g. “Kinship Caregiver” means a relative or suitable other caregiver who may or may not be licensed and is currently caring for child or youth experiencing foster care.

2. **Purpose.** The purpose of this Contract is to provide funding for 2022 scholarships through the Foster Parents Association of Washington (FPAWS) for one hundred twenty-five (125) Foster Parents, seventy-five (75) Adoptive Parents, and twenty-five (25) Birth Parents to attend the Pacific Northwest Caregiver Conference.

3. **Period of Performance.** The provisions of Chapter 39.26 RCW require the agency to file this sole source contract with the Department of Enterprise Services (DES) for approval. The effective date of this contract is upon DES approval of the contract, the tenth (10th) working day after it is filed with DES, or agreed upon between the parties, whichever is later.

   The Period of Performance may be extended through September 30, 2027 in one (1) year increments, at the sole discretion of DCYF.

   **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $45,000, including any and all expenses, and shall be based on the following:

   a. 125 Foster Parent and Kinship Caregiver Attendees X $200 each = $25,000

   b. 75 Adoptive Parent Attendees X $200 each = $15,000

   c. 25 Birth Parent Attendees X $200 each = $5,000

4. **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
b. The A-19 invoice vouchers shall be submitted to:

Holly Luna, Retention and Support Program Manager
Holly.Luna@dcyf.wa.gov
Department of Children, Youth and Families
PO Box 40983
Olympia, WA 98504

Holly Luna, Retention and Support Program Manager
Holly.Luna@dcyf.wa.gov
Department of Children, Youth and Families
PO Box 40983
Olympia, WA 98504

c. The Contractor shall contact the above DCYF contact at (360) 870-1423 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.

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

Contractor shall provide $45,000 funding for the 2022 Foster Parent Association of Washington of
Pacific Northwest Caregivers Conference on October 16-18, 2022. The Conference will be held at the
Great Wolf Lodge in Grand Mound, WA. The funding for 2022 scholarships provided in this Contract
will enable one hundred twenty-five (125) Foster Parents and Kinship Caregivers, seventy-five (75)
Adoptive Parents, and twenty-five (25) Birth Parents to attend. Scholarships will be offered on a first
come, first served basis. This training activity provides important education and training for foster
parents, Kinship Caregivers, Adoptive Parents and Birth Parents integral to the provision of care for
children in our state.

6. **Reports.** At the conclusion of the conference, the Contractor shall provide a report that includes:

a. A conference brochure or other materials that describe the trainings offered throughout the duration
of the conference.

b. The total number of caregivers who attended the Pacific Northwest Caregivers Conference broken
down by participant type:
(1) Foster parents
(2) Kinship caregivers
(3) Adoptive parents
(4) Birth parents
c. The number of scholarship recipients by participant type:
   (1) Foster parents
   (2) Kinship caregivers
   (3) Adoptive parents
   (4) Birth Parents
d. The number of caregivers who requested funding assistance but did not receive a scholarship broken down by participant type
   (1) Foster parents
   (2) Kinship caregivers
   (3) Adoptive parents
   (4) Birth parents
e. At least five (5) individual stories describing the positive impact that the Pacific Northwest Caregivers Conference had on current Foster Parents, Kinship Caregivers, Adoptive Parents and Birth Parents. Stories must feature a minimum of:
   (1) One story about a Foster Parent;
   (2) One story about a Kinship Caregiver;
   (3) One story about an Adoptive Parent;
   (4) One story about a Birth Parent; and
   (5) Must highlight the unique features of the conference as compared to other settings in which caregivers can access training. Stories shall not include narrative from FPAWS staff or board members.

7. 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.

8. Funding Stipulations.
a. **Information for Federal Funding.** The Contractor shall cooperate in supplying any information to DCYF that may be needed to determine DCYF or the client’s eligibility for federal funding.

b. **Duplicate Billing.** The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.

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

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

9. **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.

10. **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.

11. **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.

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.

b. Business Automobile Liability Insurance

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

c. Professional Liability Insurance (PL)

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

d. Worker’s Compensation

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

e. Employees and Volunteers

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

f. Subcontractors

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

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

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

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

j. Material Changes

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

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

I. 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. 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.


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.

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.


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:

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.

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.