

 <p>Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES</p>	COUNTY PROGRAM AGREEMENT Professional Services	DSHS Agreement Number 1163-37728
This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.		Administration or Division Agreement Number 1305- <hr/> County Agreement Number
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	CCS CONTRACT CODE 2042CS-63
DSHS CONTACT NAME AND TITLE Ann Polanco Contracts Manager	DSHS CONTACT ADDRESS 6840 Capital Blvd Bldg 3 P.O. Box 45714 Olympia, WA 98504-	
DSHS CONTACT TELEPHONE (360) 725-6760 Ext:	DSHS CONTACT FAX (360) 725-6769	DSHS CONTACT E-MAIL pann300@dshs.wa.gov
COUNTY NAME Pacific County	COUNTY ADDRESS 1216 West Robert Bush Drive Post Office Box 26 South Bend, WA 98586	
COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER - -	COUNTY CONTACT NAME Kathy Speer Mary Goetz	
COUNTY CONTACT TELEPHONE (360) 875-9343 Ext:	COUNTY CONTACT FAX (360) 875-9323	COUNTY CONTACT E-MAIL kspeer@co.pacific.wa.us mgoetz
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No		CFDA NUMBERS
PROGRAM AGREEMENT START DATE 10/01/2011	PROGRAM AGREEMENT END DATE 09/30/2012	MAXIMUM PROGRAM AGREEMENT AMOUNT \$ Fee For Service
Professional Services Provided: Statements of Work and Billing and Payment Information appear in the body of this Contract for ONLY the Professional Service(s) selected and checked below: 2048XP: Parenting Instruction		
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: Exhibit A – Statement of Work; Exhibit B – Program Requirements; Exhibit C – Billing Statement		
Contract Purpose: The purpose of these services is to provide professional level mental health services as authorized by Children's Administration to improve the safety of children and the functioning of individuals and families. Services may include assessment, counseling, therapy or treatment services.		
By their signatures below, the parties agree to the terms and conditions of this County Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Program Agreement. This Contract shall be binding on DSHS only upon signature by DSHS.		
COUNTY SIGNATURE(S)	PRINTED NAME(S) AND TITLE(S)	DATE(S) SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Ann Polanco, Contracts Manager/Monitor DSHS Children's Administration Region 3 SW	DATE SIGNED

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Abuse of Client" means mental or physical injury including, but not limited to, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
 - b. "Authorized" means approved by a CA social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - c. "CA" means Children's Administration, within the Department of Social and Health Services.
 - d. "Central Contract Services" means the DSHS Office of Administrative Resources, Central Contract Services, or successor section or office.
 - e. "Child, Youth and/or Client" are used interchangeably throughout this contract and shall mean the party served.
 - f. "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.
 - g. "Counseling" means employing any therapeutic techniques as described under WAC 246-810-010, RCW 18.19.010. Such therapeutic techniques include but are not limited to social work, mental health counseling, and marriage and family therapy, for a fee that offer, assist or attempt to assist an individual or individuals in the amelioration or adjustment of mental, emotional, or behavioral problems, and includes therapeutic techniques to achieve sensitivity and awareness of self and others and the development of human potential.
 - h. "Culturally Appropriate" means responsive to a client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
 - i. "DCFS" means the Children's Administration, Division of Children and Family Services.
 - j. "Limited English Proficient Client" means any person applying for or receiving DSHS services directly or by contract whose primary language is not English.
 - k. "SSPS" means Social Service Payment System, the service authorization and payment system used by DSHS for this contract.
 - l. "Staffings" means formal or informal meetings of two or more CA or professional staff, consultants, parents, or others to review, discuss, or make decisions concerning a client or case.
2. **Previous Contract Superseded.** In the event any previous contract between the Contractor and CA for these services should be in effect upon execution of this Contract, this Contract shall terminate and supersede that previous contract.
3. **Statement of Work – Exhibit A.** The Contractor shall provide services and staff as described in the Statement of Work attached as Exhibit A.
4. **Program Requirements – Exhibit B.** The Contractor shall comply with all program and other

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requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit B.

5. Billing and Payment

- a. The Contractor shall agree to accept the DS HS payment as the sole and complete payment for services provided under this Contract.
- b. The Contractor shall be paid for services provided under this Contract at the regional rate in effect at the time services were provided, according to the DSHS published Professional Service Fee Tables available to <http://www.dshs.wa.gov/ca/partners/contractrates.asp>
- c. The Contractor must submit a billing statement for professional services provided using the Professional Services Billing Statement attached as Exhibit C or other substantially similar form as approved by DSHS.
- d. DSHS shall pay the Contractor monthly for DSHS authorized on-going services and evaluations provided to DSHS clients, as requested. Payment shall be dependent upon DS HS receipt of satisfactorily completed required reports that conform to specifications in the Statement (s) of Work.
- e. DSHS shall not pay for cancelled or missed appointments. DSHS shall pay only for authorized services actually performed, except when otherwise approved in writing by the Regional Administrator or designee. Services must be authorized in writing.
- f. SSPS Billing. The Contractor shall receive invoices generated by the Social Service Payment System (SSPS). The Contractor shall verify that services stated on the invoices were delivered by indicating in the total units block of form DSHS 09-141 or equivalent, and shall return the invoices as directed by SSPS. DSHS shall use the verified SSPS invoice to generate payment to the Contractor. In case of any problem with an SSPS invoice, the Contractor shall contact the social worker that authorized services to the client.
- g. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- h. DSHS shall make payment within thirty (30) days of receipt of a properly completed invoice for services.
- i. DSHS may stop payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete.
- j. DSHS 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.

6. Services Authorized as Needed

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

7. Payment Only for Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided

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through the date of termination.

8. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS 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 DSHS.
- 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 DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS 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. Overpayments and Assertion of Lien

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, and/or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS.

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 DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

12. Business/Financial Assessment

The Contractor authorizes DSHS 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.

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DSHS may deny, suspend, terminate, or refuse to renew or extend a contract if, in the judgment of DSHS, 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. Contract Suspension

DSHS 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 staff or employee of the Contractor or a subcontractor is investigated by a local, county, state or federal agency regarding any matter that, if ultimately established, could either:

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

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

14. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Contract, that:

- _____ ☐ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or
- _____ ☐ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Contract by DSHS, provide certificates of insurance to that effect to the DSHS Contract on Page 1 of this Contract.

(1) Commercial 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 premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS),

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and elected and appointed officials, agents, and employees of the state, shall be named as additional insured.

(2) Business Automobile Liability Insurance

If a Contractor transports DSHS clients, 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 DSHS with a waiver of subrogation or name DSHS as an additional insured.

(3) Professional Liability Insurance

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.

15. 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."

A copy of the regional conflict resolution process is available from the DSHS contact person listed on page 1 of this contract.

16. 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 DSHS 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 Children's Administration's dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

DSHS/Children's Administration
Attention Contracts Management Unit
P.O. Box 45710
Olympia, WA 98504-5710

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e. This dispute resolution process is the sole administrative remedy available under this Contract

17. Addressing Diversity

In providing services to DSHS clients under this Contract, the Contractor shall adhere to the principles of the Children's Administration Diversity Charter, which principles include but are not limited to the following:

- Non-discrimination;
- Exceptional customer service;
- Diversified, individualized, responsive and inclusive services;
- Services that meet the cultural and ethnic needs of clients;
- Equal opportunity for the workforce.

To ensure compliance with the above requirement, the Contractor shall be familiar with the CA Diversity Charter, which can be accessed at <http://www1.dshs.wa.gov/pdf/publications/22-1108.pdf>

18. Braam Considerations

In the event that Children's Administration should need to include additional requirements relating to the services provided under this Contract, as part of CA'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.

STATEMENT OF WORK PROFESSIONAL SERVICES

ORGANIZATION OF STATEMENT OF WORK

1. Intent of Services
2. Authorization of Services and Referral
3. Face to Face Services
4. Services Provided
5. Community Protection Team
6. Consultation
7. Family Centered Practice Model
8. Notifications
9. Reports

The Contractor shall provide services under the Contract as described in this Statement of Work.

1. Intent of Services

The intent of the services to be provided under this Contract is to deliver professional level services as described in Section 4 of this Statement of Work.

2. Authorization of Services and Referral

The Contractor shall provide services only upon receipt of and in accordance with the provisions of a written service authorization form issued by DSHS.

3. Face to Face Services

The Contractor shall provide services to the client or client's family face-to-face, i.e., in the same room. Electronic contact is not acceptable except as a reasonable accommodation for a client or family member with a disability requiring electronic communication.

4. Services Provided:

a. Parenting Instruction

(1) Minimum Qualifications.

- (a) The Contractor shall have education, training, and demonstrated successful experience in providing parenting instruction to parents dealing with issues of abuse and/or neglect.
- (b) If the Contractor provides any services under this contract as defined in Section 1 Definitions, "Counseling", the Contractor shall be licensed or certified as required by the Washington State Department of Health (<http://www.doh.wa.gov/hsqa/Counseling>)

(2) The Contractor shall:

- (a) Provide instruction in parenting to include the subjects of normal child development, age appropriate expectations, appropriate discipline and dealing with the special needs of the child. The instruction shall have the goals of increasing the parents' knowledge of parenting and development of practical skills in parenting.
- (b) Provide instruction to individuals or to a group as authorized by the CA Social Worker.
- (c) At the request of DSHS, provide consultation to DSHS on specific cases.

(3) Reports.

At a minimum, reports shall include:

- (a) Dates, duration and location of parenting instruction contacts.
- (b) Subjects covered.
- (c) Parent's response to the services.
- (d) Parent's progress, including skills learned and practiced.

5. Community Protection Team (CPT).

The Contractor shall participate in Community Protection Team (CPT) meetings or prognostic staffings, when requested by CA to attend specific meetings or staffings. Provide written reports for CPT meetings or prognostic staffings when requested by CA.

6. Consultation.

The Contractor shall secure outside consultation from individuals recognized in the community as having expertise to provide peer consultation on a regular basis in conducting client evaluations, assessments, counseling, treatment, testing, and other contracted services. Outside consultations shall be secured at no cost to the client or DSHS. The Contractor shall:

- a. Maintain and have available as part of the Contractor's regular business records, a list of consultants who are utilized and available for consultation;
- b. Ensure that peer consultation with other consultants is an integral part of service delivery;
- c. Maintain a log or other form of written record(s) to document use of consultants and frequency of consultation, which information shall be available to DSHS on request;
- d. Ensure that during and following any consultation, the consulting professional and the provider will observe all confidentiality rules associated with patient information that are required by law and by their professions.

7. Family Centered Practice Model

The Contractor shall provide services consistent with the "Washington State Division of Children and Family Services Family Centered Practice Model." It shall be the Contractor's responsibility to obtain

information on the Family Centered Practice Model from CA. The Family Centered Practice Model may be accessed at: <http://www1.dshs.wa.gov/pdf/ca/FCPModel.pdf>

8. Notifications

The Contractor shall notify the assigned CA in accordance with Exhibit B – Program Requirements, Section 6 and as described below if any of the following situations occur. Verbal notification and/or written notification sent by fax or secure e-mail shall be made within the time lines stated.

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

- (1) Speak with, or leave a voice mail for, the child's assigned social worker or their immediate supervisor; AND
- (2) Provide written documentation of concerns to the child's assigned CA social worker within 24 hours from the telephone contact via fax or secure e-mail.

b. **Immediate notification is required in the following situations:**

- (1) **Safety Concerns.** The Contractor must provide immediate notification to CA when they become aware of:
 - (a) An allegation of child abuse or neglect;
 - (b) A parent/child relapses with drugs/alcohol;
 - (c) A safety plan that is not followed by the signed agreed parties;
 - (d) A new safety concern surfaces that is not addressed in the safety plan; and/or
 - (e) Any safety concerns related to a missed visit.
- (2) **Unusual Incidents.** The Contractor must provide immediate notification to CA when they become aware of an unusual incident which may impact the child's health, safety or wellbeing, the child's living situation or permanent plan.
 - (a) Examples of unusual incidents include, but are not limited to:
 - (b) Physical self-abuse or abuse of others;
 - (c) Sexual assaults or sexual behaviors that are age inappropriate;
 - (d) Severe behavioral incident(s) unlike the child's ordinary behavior;
 - (e) Running away;
 - (f) Any incident that necessitates medical attention or hospitalization;
 - (g) An unexpected adverse reaction to medication, food, etc.;
 - (h) A child's caregiver, or person incorporated into the child's safety plan, is injured or dies.

c. **Notification within 24 hours is required in the following situations:**

- (1) **Missed Appointment.** The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within 24 hours if a client misses a scheduled visit or requests to reschedule visits.
- (2) **Change of Address.** The Contractor shall notify the child's assigned CA social worker in writing by fax or secure email within 24 hours when the Contractor learns a parent has a change of address.

9. **Reports**

- a. The Contractor shall produce the written reports and other written documents indicated in the Statements of Work. Written reports shall be submitted not less than quarterly, and shall be typed in a form suitable for court presentation.
- b. DSHS may withhold payment to the Contractor if reports required under this Contract are delinquent, i.e., not submitted within 10 working days of the due date, or incomplete, or not suitable for court presentation.

PROGRAM REQUIREMENTS PROFESSIONAL Services

ORGANIZATION OF PROGRAM REQUIREMENTS

1. Licensing or Statutory Requirements
2. Required License in Good Standing
3. Degree Requirements
4. Staff and Subcontractor Training
5. Background Checks
6. Health and Safety of CA Client Children
7. Domestic Violence Perpetrator
8. Drug Free Workplace
9. Corporal Punishment Prohibited
10. Smoking Prohibited in Presence of Client Children and Foster Youth
11. Transportation of Children
12. Culturally Relevant Services
13. Interpretation and Translation
14. Confidentiality – Additional Requirements
15. Records
16. Auditing and Monitoring
17. Operating Procedures
18. Office of the Family and Children's Ombudsman

The Contractor shall comply with all program and other requirements for providing services under this Contract, as set forth below.

1. Licensing or Statutory Requirements

- a. The Contractor shall meet or exceed all minimum licensing, certification or registration requirements or other requirements as required by statute.
- b. When licensing, certification, registration or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from such requirements shall require a licensing waiver from the issuing agency.
- c. In the event the Contractor's license, certification or registration is revoked, or the license expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of revocation, this Contract shall then be terminated in accordance with the terms of this Contract, and such termination shall be effective as of effective date of revocation.

2. Required License in Good Standing

- a. If the Contractor or any of the Contractor's staff are required to be licensed, certified, or registered to provide any of the services under this Contract, the required license, certification or registration must be in good standing at all times during the term of the Contract.

- b. In the event that a required license, certification, or registration is suspended, or has any limitations or restrictions are placed on it, the Contractor shall immediately notify the DSHS contact person listed on page 1 of this contract.

3. Degree Requirements

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

- a. The degree must be awarded following successful completion of a required course of instruction undertaken by the recipient of the degree;
- b. The degree must be awarded by a public or private 4-year or 2-year college, university, community college, trade or vocational school, or other institution of higher education in the United States that is accredited by the Council for Higher Education Accreditation (CHEA) or an accreditation organization recognized by the Council for Higher Education Accreditation, or by one of the following regional accreditation boards for the United States:
 - (1) MSA – Middle States Association
 - (2) NWCCU – Northwest Commission on Colleges and Universities
 - (3) NCA – North Central Association of Colleges and Schools
 - (4) NEASC – New England Association of Schools and Colleges
 - (5) SACS – Southern Association of Colleges and Schools
 - (6) WASC – Western Association of Schools and Colleges
- c. If the degree has been awarded by a tribal college, university, community college, trade or vocational school, it must be accredited by one of the above regional accreditation boards or other accreditation organization recognized by the American Indian Higher Education Consortium, which may be accessed at: www.aihec.org.
- d. If the degree has been awarded by a foreign educational institution outside of the United States, it must be qualified in the country in which it is located to provide the course of instruction leading to that degree, and must be accredited by an accreditation organization recognized as such in the country in which it is located or recognized by the Council for Higher Education Accreditation.
- e. The Council for Higher Education Accreditation (CHEA) is located at One Dupont Circle NW, Suite 510, Washington, DC 20036-1135 and may be accessed at: www.chea.org.
- f. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

4. Staff and Subcontractor Training

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

- a. Confidentiality Training/Information. The Contractor shall provide training and information

concerning client confidentiality, in compliance with contract requirements.

- b. **Mandated Reporter Training.** The Contractor shall ensure that all current staff view the video "Making a CPS Referral: A Guide for Mandated Reporters" within 30 days of the effective date of this Contract and that all future employees view the video within two (2) weeks of initial employment. After viewing, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment, and the Contractor shall retain the signed statement in the employee's personnel file. If staff have viewed the video within the last three (3) years, they shall be considered as having satisfied this requirement provided the Contractor has the employee's signed statement on file. The Contractor shall either obtain a copy of the video from DSHS, or access the video online at the following address:
<http://www1.dshs.wa.gov/ca/pubs/pubcats.asp?cat=Multi-Media>.

5. Background Checks

- a. This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- b. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to children served under this contract.
- c. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS.
- d. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to children served under this contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor.

6. Health and Safety of CA Client Children

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

7. Domestic Violence Perpetrator Treatment

Domestic violence perpetrator treatment, when authorized under this Contract, shall be provided only when the Contractor's treatment program is certified by DSHS under RCW 26.50.150 at the time that services are provided. Contractor staff providing treatment services must be qualified and must be approved by DSHS to provide direct treatment to domestic violence perpetrators in accordance with Chapter 388-60 WAC, specifically WAC 388-60-0315 and WAC 388-60-0325.

8. Drug Free Work Place

The Contractor shall maintain a work place free from the effects of alcohol and other illegal drugs. The Contractor shall provide an opportunity for recovery to any employee whose use of alcohol or drugs or both has produced dependency harmful to his or her work performance.

9. Corporal Punishment Prohibited

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

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

Smoking in the presence of client children is prohibited including, but not limited to, the following circumstances:

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

11. Transportation of Children.

The Contractor shall only provide transportation that is safe, reliable, and in conformance with state and federal safety laws. Specifically, that:

- a. Drivers shall be age 21 or older, have a current valid driver's license for the classification of motor vehicle operated, have no history of DWI violations, and have proof of liability insurance.
- b. Drivers shall at all times comply with the child passenger restraint requirements of RCW 46.61.687 when transporting children or providing transportation to children served under this Contract. Current child passenger restraint requirements may be accessed at <http://www.800buckleup.org/>.
- c. Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and cardiopulmonary resuscitation (CPR) training.
- d. Motor vehicle is maintained in safe operating condition.
- e. Number of passengers does not exceed the seating capacity of the motor vehicle.
- f. Motor vehicle is equipped with appropriate safety devices and individual seat belts which shall be used when the vehicle is in motion.

- g. The Contractor shall not transport DSHS clients under this contract unless the Contractor has Business Auto Policy insurance coverage.

12. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer.

13. Interpretation and Translation

- a. The Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. The Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.
- d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the CA Regional Administrator or designee on a case by case basis.

14. Confidentiality – Additional Requirements

This Contract imposes the following additional requirements to the section titled *Confidentiality*, set forth as one of the General Terms and Conditions of this Contract:

- a. **Consent by Minor.** 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 DSHS.
- b. **Encrypted Email Account.** 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 CA's website, located at: <http://www.dshs.wa.gov/ca/partners/intro.asp>.

15. Records

a. Client Records

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

- (1) Information regarding CA referral, intake, assessment, and Individual Family and Service Plans.

- (2) Hours of service provided to client to include: date of service, type of service, number of hours provided, outcome of service, the number of home visits provided, recommendations and conclusions.
- (3) Clinical consultation log.
- (4) Description of family's progress in complying with case plans.
- (5) Contacts with the family to include:
 - (a) Date of contact.
 - (b) Name of member(s) present.
 - (c) Charting notes.
- (6) Documentation of all service contacts.

b. Administrative Records

The Contractor shall retain the following administrative records:

- (1) Fiscal records that shall substantiate costs charged to DSHS under this Contract;
- (2) Documentation of all audits, license reviews, contract monitoring reports, and corrective action reports and actions taken. Documentation of all costs associated with service provided under this Contract.
- (3) Recruitment policy which demonstrates that Contractor is an equal opportunity employer;
- (4) Personnel policy reflecting CA policy requirements re "Smoking Prohibited in Presence of Client Children and Foster Youth;"
- (5) Copy of the Certificate of Insurance for each subcontractor; and
- (6) Protected group data:
 - (a) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.
 - (b) A list of all clients served that addresses date of birth, sex, and race.

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

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

c. Personnel and Subcontractor Records

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

- (1) DSHS criminal history background check approval;
- (2) Any other criminal history background checks;
- (3) Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- (4) Proof of degree(s), if required, and transcripts from college or other school awarding any degree(s) required under this Contract for service provision;
- (5) Documentation of academic history and credentials, as applicable;
- (6) Employment and experience history ;
- (7) Job description;
- (8) Annual performance evaluations;
- (9) Training records, as applicable;
- (10) Hours worked and payment records;
- (11) Proof of driver's license and automobile liability insurance, if staff or subcontractor provides transportation to DSHS clients.
- (12) Staff training log;
- (13) Signed statements to adhere to confidentiality of client information; and
- (14) Signed statements acknowledging duty to report child maltreatment.

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

17. Operating Procedures

- a. In collaboration with CA, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address, at a minimum:
 - (1) Referral process steps;
 - (2) Communication links (contact persons);
 - (3) Case updating requirements;
 - (4) Case termination and extension procedures;
 - (5) Scheduling process;
 - (6) Training collaboration, if any;
 - (7) Report and feedback process;
 - (8) Emergency procedures.
- b. The Contractor shall submit a copy of the written operating procedures to the DSHS Contact identified on page 1 of this Contract.
- c. The Contractor and CA shall each retain a copy of the written operating procedures.

18. Office of the Family and Children's Ombudsman.

- a. The Office of the Family and Children's Ombudsman (OFCO) shall have the same right of access to clients as DSHS.
- b. The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the OFCO. The Contractor can release records for dependent youth under Chapter 13.34 without the consent of a dependent youth's parent or guardian or the youth if the youth is under the age of 13 years, unless law otherwise specifically prohibits such release.
- c. The Contractor shall notify the CA headquarters Program Manager when the OFCO makes a request for records.

PROFESSIONAL SERVICES BILLING STATEMENT
--

Provider Name _____

Provider Number _____

Street _____

City _____

State _____

Zip _____

Provider Phone Number: _____

Client Name _____

Case Number _____

Date Bill Submitted _____

CA Social Worker _____

Street _____

City _____

State _____

Zip _____

Name of counselor providing direct service _____

Degree _____

Certification/Registration # _____

TYPE OF REFERRAL

☐

Psychosocial Evaluation

☐

Counseling, Therapy, Treatment

☐

Parent Instruction

☐

Parent Assessment

☐

Domestic Violence Perpetrator Treatment

☐

Sexual Deviancy Evaluation (adults only)

☐

Developmental Assessment

☐

Chemical Dependency Assessment/Treatment

DATE	SERVICE DESCRIPTION (face to face, reports etc.)	HOURS	RATE	AMOUNT
TOTALS				
			TOTAL DUE	

REPORT ATTACHED: ☐ YES ☐ NO