



CLIENT SERVICE CONTRACT

Children's Hospitalization Alternative

Program (CHAP) Services

DSHS Contract Number:
0712-20157
 Resulting From Solicitation Number:

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number:
711
 Contractor Contract Number:

CONTRACTOR NAME Compass Health		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS PO Box 3810 Everett, WA 98213-8810		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 601-638-079	DSHS INDEX NUMBER 1042
CONTRACTOR CONTACT Shirley Soderman	CONTRACTOR TELEPHONE (425) 349-8437 Ext:	CONTRACTOR FAX (425) 349-8430	CONTRACTOR E-MAIL ADDRESS shirley.soderman@compassh.org

DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2067XS-12
DSHS CONTACT NAME AND TITLE Jonna McConnell Contracts Manager	DSHS CONTACT ADDRESS 840 N. Broadway, Suite 540, Bldg. B Everett, WA 98201-	
DSHS CONTACT TELEPHONE (425) 339-4790 Ext:	DSHS CONTACT FAX (425) 339-3831	DSHS CONTACT E-MAIL ADDRESS mjjo300@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	CFDA NUMBER(S)	
CONTRACT START DATE 07/01/2007	CONTRACT END DATE 03/31/2009	CONTRACT MAXIMUM AMOUNT

EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:

Exhibits (specify):

EXHIBIT A – STATEMENT OF WORK

EXHIBIT B – PROGRAM REQUIREMENTS

The terms and conditions of this Contract are an integration of and represent the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, between the parties. 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 DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Greg C. Long, Deputy Director	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Jonna McConnell, R3 Contracts Manager	DATE SIGNED

GENERAL TERMS AND CONDITIONS

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
 - c. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - d. "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. The Contractor for this contract is: Compass Health.
 - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - f. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - 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://slc.leg.wa.gov/>.
 - 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. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
 - l. "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://slc.leg.wa.gov/>.
2. **Amendment.** This Agreement 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 Agreement or Program Agreement to a third party without the prior written consent of DSHS.

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4. Billing Limitations.

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS 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 DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge 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. Confidentiality.

The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by DSHS.

7. 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. The Contractor also agrees to include the above requirement in any and all subcontracts into which it enters.

8. 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. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.

9. 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 employee.

10. Inspection.

In addition to any rights of access or inspection that may be included in the Special Terms and Conditions, or in any Program Agreement, the Contractor shall provide reasonable access to the Contractor's place of business, Contractor records, and client records, to DSHS and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms during the term of this Contract and for one (1) year following termination or expiration of this Contract.

11. Maintenance of Records.

The Contractor shall maintain records relating to this contract and the performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. All records and other material relevant to this contract shall be retained for six (6) years after expiration or termination of this contract. At no additional cost, these records shall be subject at all reasonable times to inspection, review or audit by the department,

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

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.

- 12. Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this agreement or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions.
- 13. Severability.** If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
- 14. Survivability.** The terms and conditions contained in this Agreement 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; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
- 15. Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Agreement or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
- 16. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Chief Administrative Officer or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

- 17. Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
- 18. Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.
- 19. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 20. Indemnification and Hold Harmless.**
 - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines 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 waives its immunity under Title 51 RCW to the extent it is required to indemnify,

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

- 21. 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, DSHS may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DSHS may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DSHS 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.
- 22. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, 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. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS 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 DSHS to satisfy the overpayment debt.

- 23. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 24. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not subcontract any of the contracted services without the prior approval of DSHS. 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 DSHS' rights or remedies available under this Contract.
- 25. Subrecipients.**

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- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation;
 - (6) Comply with the applicable requirements of OMB Circular A-87 and any future amendments to OMB Circular A-87, and any successor or replacement Circular or regulation; and
 - (7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.ojp.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$500,000 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 DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, 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 OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with OMB Circular A-87.
- 26. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.
- 27. 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 DSHS has a reasonable basis to

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believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to Section 9, Health and Safety, of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

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

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

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS 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 DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS 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. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

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

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

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or expiration.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

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1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
 - b. "Agency" means a public or private agency or other organization providing services to DSHS clients.
 - c. "Annual Report" means a report submitted by the Contractor which reports their outcomes and performance measures accomplished during the year.
 - d. "Authorized" means approved by a DCFS social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
 - e. "CA" means Children's Administration, which is an Administration within DSHS.
 - f. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - g. "CFARS" means Children's Functional Assessment Rating Scale, a standardized tool that evaluates behavioral functioning.
 - h. "CHAP" means Children's Hospitalization Alternative Program.
 - i. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - j. "Child and Family Team" means a group of professionals and others providing services to the child and family, including family members and the DSHS social worker, who are convened regularly by the Contractor to evaluate progress, review the effectiveness of the service plan, and build on the strengths of family members.
 - k. "Child Placing Agency" means an agency licensed to recruit foster homes and place children.
 - l. "Child Protective Team" of "CPT" means a group of community professionals with varied expertise convened by DSHS to review DCFS cases at critical decision-making points to strengthen planning and provide expert consultation.
 - m. "Child Specific Plan" means the list of services, activities or requirements developed in consideration of a specific child's unique needs and behaviors. As appropriate, the plan may also include services, activities or requirements involving the birth/adoptive parents and foster parent placement resource.
 - n. "Child, Youth, and Client" are used interchangeably throughout this contract and shall mean any unemancipated individual who is under the chronological age of 18 years. Youth enrolled in high school or a high school completion program are included in this definition until completion of high school or age 21, whichever occurs first.

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- o. "Concrete Supports" means concrete goods or services, i.e., housing assistance, transportation, and other assistance.
- p. "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.
- q. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
- r. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- s. "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.
- t. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
- u. "CPS" means Child Protective Services, a program under CA.
- v. "CPS Intake" is the process designated to record all referral reports concerning instances of suspected child abuse and neglect, determine if the referral meets referral screening criteria and make a disposition concerning the referral.
- w. "DCFS" means the Division of Children and Family Services, which is a division of CA.
- x. "DLR" means the Division of Licensed Resources, which is a division of CA.
- y. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- z. "EPSDT" means Early and Periodic Screening Diagnosis and Treatment, which is administered in Washington State as the Well Child Program.
- aa. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child. For tribes, it also means the definition of family per their Tribal Code.
- bb. "IBMP" means Individual Behavior Management Plan.
- cc. "IEP" means Individual Educational Plan.
- dd. "ILP" means Independent Living Assessment and Plan:
- ee. "ISSP" means the Individual Service and Safety Plan, DSHS Form 19-335D(X), which is the document presented to juvenile courts for dependency and permanency reviews, identifying the service plans for children, parents, foster/relative caregivers, agencies and DSHS.
- ff. "ISTP" means the CHAP Individual Service and Treatment Plan.

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- gg. "LEP" means Limited English Proficiency, and indicates an individual's need for additional support and assistance in comprehending the English language.
- hh. "Permanency Planning" means developing a permanent placement setting for the child in care.
- ii. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- jj. "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://slc.leg.wa.gov/>.
- kk. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- ll. "RSN" means Regional Support Network, which is the regional mental health authority operated by a county or a group of counties, under contract with the Mental Health Division, authorized by RCW 71.24.
- mm. "SSPS" means the DSHS Social Service Payment System, the service authorization and payment system used by DSHS for this Contract.
- nn. "Staffing" means a formal or informal meeting, conducted by a DCFS social worker or DCFS staff member with one or more of the following persons: other DCFS staff, professional staff of the Contractor and/or other provider, consultants, parents or others, for the purpose of reviewing or discussing, or for making decisions concerning, a client or case.
- oo. "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.
- pp. "Subrecipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- qq. "Tribal Code" means tribal laws under federal Indian Child Welfare (ICW) Law.
- rr. "Unusual Incidents" means circumstances or events that concern a child's health, safety or well being or may impact the child's living situation or permanent plan.
- ss. "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://slc.leg.wa.gov/>.

2. Purpose. The purpose of this Contract is to provide a Children's Hospitalization Alternative Program (CHAP) which is a treatment foster care and/or in-home program that provides intensive, community-based wraparound services for youth who are chronically mentally ill with severe emotional and behavior problems. The services are to be a part of blended funding with the Regional Support Network (RSN) contributing funds to the overall cost of this service. The RSN contribution to the Contractor shall be stipulated in Section 9. Consideration. These services are expected to:

- a. Increase placement stability;

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- b. Increase behavioral stability, functioning and reduce mental health symptoms; and
 - c. Increase school stability.
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 requirements for providing services under this Contract, as stated in the Program Requirements attached as Exhibit B.
5. **Youth Transition Report.** The Contractor shall complete all information in the Youth Transition Report (as defined in Exhibit A, Section 10.d.) as provided by CA Headquarters and described in this contract.
6. **Annual Report.** The Contractor shall complete all information in the Annual Report as provided by CA Headquarters and described in this contract.
7. **Children’s Functional Assessment Rating Scale (CFARS).** The Contractor shall complete a CFARS on all youth as provided by CA Headquarters and described in this contract. Free on-line training, certification, manual and forms for the CFARS can be obtained at <http://outcomes.fmhi.usf.edu>
8. **Consideration**
- a. Rates. DSHS shall pay to the Contractor the DSHS established monthly rate for CHAP Treatment Foster Care \$1,889.00 and for CHAP In home \$1,889.00 for each individual child receiving services under this Contract or a pro-ration thereof, beginning on the date the client enters the program and terminating the day prior to the day the client leaves the program.
 - b. RSN’s contribution. Per agreement with the Contractor and CA, the RSN has agreed to pay the contractor the monthly rate of \$2,000.00 for each individual child receiving services under this contract.
 - c. If the RSN provides the Contractor with an annual allotment which the Contractor is responsible to manage for the entire year, the Contractor shall submit the following information to the CA Regional Contracts Manager:
 - (1) The annual amount allotted for CHAP services.
 - (2) An estimated amount each youth is allotted per month, prior to the signing and execution of this contract.
 - d. Complete Payment. The Contractor agrees to accept the contracted rate as the complete DSHS remuneration for services provided to DSHS clients under this contract.
 - e. Transportation. The Contractor shall be responsible for the cost of routine transportation for youth in care. Routine transportation shall include, but not be limited to transportation for the purpose of education; recreation; medical counseling and/or other therapeutic services; family visitations and community support appointments.

DCFS may pay the Contractor for a youth’s non-routine travel costs on a case by case basis. The Contractor shall obtain prior written approval from the DCFS Regional Administrator or designee for any non-routine travel costs.
 - f. Education. DSHS is not responsible for education costs.

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- g. Vendor Rate Increase. In the event of a legislatively mandated vendor rate increase for the services under this Contract, the rates under this Contract shall be adjusted accordingly and incorporated into this Contract as of the date the new rate becomes effective.

9. Billing and Payment

- a. DSHS shall pay the Contractor monthly for ongoing services provided to DSHS clients. Payment shall be dependent upon DSHS receipt of satisfactorily completed reports that conform to the requirements of this Contract.
- b. 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.
- c. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.
- d. DSHS shall make payment within thirty (30) days of receipt of a properly completed billing form for services.
- e. 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.
- f. 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.
- g. Payment shall be dependent upon DSHS receipt of satisfactorily completed reports that conform to specifications in the Statement of Work.

10. Services Authorized as Needed

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

11. 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 through the date of termination.

12. 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.

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- 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.

13. 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.

14. 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.

15. 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.

16. 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.

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.

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17. 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 any staff or employee of the Contractor, 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 from providing services, or from having contact with DSHS clients, until the investigation is concluded and a final determination made by the investigating agency.

18. 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 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), and 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 Social & Health Services (DSHS), 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 Social & Health Services (DSHS), and 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 Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of

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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 DSHS with a waiver of subrogation or name DSHS 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 DSHS 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 submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45882, Olympia, Washington 98504-5882 as 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 is not required to submit to DSHS copies of Certificates of Insurance for

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personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

k. General

By requiring insurance, the State of Washington and DSHS 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 DSHS 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.

19. Resolution of Differences

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

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in Section 20 Disputes.

A copy of the regional conflict resolution process is available from the DSHS 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 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 CA dispute resolution process is available at any time by written request.
- d. Requests for dispute resolution or for a copy of the current CA dispute resolution process should be sent to:

DSHS/Children's Administration
Attention: Contracts Management Unit

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P.O. Box 45710
Olympia, WA 98504-5710

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

21. Addressing Diversity

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

- a. Non-discrimination;
- b. Exceptional customer service;
- c. Diversified, individualized, responsive and inclusive services;
- d. Services that meet the cultural and ethnic needs of clients;
- e. 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>

22. Braam Considerations

In the event that CA 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
Children's Hospitalization Alternative Program

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

1. Intent of Services

The goal of the Children's Hospitalization Alternative Program (CHAP) is for families to become more independent and self-reliant, gradually moving from formal services to more informal supports to maintain youth in permanent placements. CHAP is designed to assist in increasing stability, functioning and reduce mental health symptoms.

2. Outcomes and Measures. It is an expectation that the Contractor will achieve the following outcomes:

a. Increase placement stability, to be measured by:

(1) Number of placement disruptions (not planned transitions) during the service period.

(2) Number of run episodes (absences are reported to Law enforcement as defined by WAC 388-148-0010) during service period.

b. Increase behavioral stability and functioning and to reduce mental health symptoms, to be measured by:

(1) Length of stay during the service period.

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(2) CFARS score on entry and exit of service period.

(3) Discharge placement.

c. Increase school stability, to be measured by:

(1) Number of school disruptions (not planned transitions or graduations) during the service period.

(2) Number of school suspensions during the service period.

The data collected on the outcomes and measures from the Transition Report and Annual Report on each youth may be used to establish a baseline that will determine performance targets.

3. Clients Served

The Contractor shall provide services for children who meet the following criteria and are approved for services by DCFS:

a. Ages six (6) through seventeen (17); or

b. Enrolled in high school or a high school completion programs until completion of high school or age 21, whichever occurs first; AND

c. Diagnosed with a severe mental health disorder, i.e., Axis 1 or 2.

4. Referrals and Authorization of Services

a. The Division of Children and Family Services or the Regional Support Network (RSN) may refer children to CHAP.

b. The Contractor shall not accept a case without a complete written referral. A complete written referral should include all necessary information to deliver services to the child and/or family, and should identify any risk factors and any concerns about substance abuse. If the referral is not complete, the Contractor shall not accept the referral and shall notify the DCFS or RSN referring social worker that the case is not an accepted referral.

c. Upon referral of a child, the Contractor shall convene a review team which must include at least one member representing both DCFS and the RSN to review the referral and make recommendations concerning the child's placement into CHAP. The team shall consider the following:

(1) Youth's eligibility for CHAP;

(2) Space availability in CHAP; and

(3) Recommendations for an alternative placement if the youth is not admitted into CHAP.

d. DCFS and the RSN shall jointly make the final determination of the child's placement into CHAP and shall have sole responsibility for authorizing services under this contract.

5. Individual Service and Treatment Plan (ISTP)

a. Development of the Individual Service and Treatment Plan (ISTP)

(1) The Contractor shall develop an ISTP within 30 days of the youth's intake into the CHAP

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program.

(2) The following participants shall assist in developing the ISTP:

- (a) Participants in planning: The participants in the initial case planning process shall be, at a minimum, the DCFS social worker, the youth, the youth's family, and the social service staff of the contracting agency. If foster care is utilized, the youth's foster parents shall be included as participants in the child and family team. The Contractor shall document the reasons for the absence of any of these parties to the case planning process.
- (b) Child and family team: Natural supports and proposed child and family team members shall be identified in the initial case plan. The Contractor shall have the responsibility for the on-going development and inclusion in planning of an individualized child and family team who will form the basis of a network for community support of the child and family.

The child and family team shall have a representative from DCFS and the RSN as members. The youth should have a role in identifying people who could be an asset to the child and family team.

- (c) Existing child and family team: In the event a child and family team has already been established, the contractor shall work cooperatively with the existing team. An evaluation of team membership shall occur and appropriate adjustments shall be made.

(3) The ISTP must address all of the major needs and risk factors identified by DCFS and identify members of the child and family team.

(4) ISTP Signatures. The following parties shall sign the ISTP: youth's DCFS social worker, RSN case worker, parent, contractor's social service staff, youth aged 13 and above, and the foster parents if the youth is in a foster home placement. If the parent's signature is unattainable, the Contractor shall document why the parent did not sign the ISTP.

b. Maintenance of the Individual Service and Treatment Plan (ISTP)

- (1) The Contractor shall be responsible to ensure the needs stated in the ISTP are met;
- (2) The ISTP must be readily available for all CHAP staff;
- (3) The ISTP shall be reviewed and updated every 90 days.

c. Components Of The Individual Service and Treatment Plan (ISTP)

The ISTP shall include the following components:

- (1) Assessment: An assessment of the youth and family's current level of functioning, strengths, treatment needs and support needs.
- (2) Permanency plan: A permanency plan for the child and an indication of how the current intervention strategies support the goals of the permanent plan. In addition to the primary plan, an alternate plan for permanency shall be included.
- (3) Discharge plan: The discharge plan and estimated time frame for discharge.
- (4) Goal development: Goals that describe short-term benchmarks of success for the child and family. These benchmarks shall be used in determining when a child and family are ready for

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less intensive supports.

- (5) Intervention strategies: A description of intervention strategies that will be used to meet identified treatment and support needs.
- (6) Strength utilization: A description of how identified strengths shall be used to help the child and family achieve the individualized goals.
- (7) Assignment of responsibility: A method for assigning lead responsibility and time frames for the completion of treatment and support system development tasks.
- (8) Team membership and roles: A method for identifying the members of the child and family team and their role in providing support to the child and family.
- (9) Safety and supervision planning: An individualized crisis / supervision / safety plan for the child. The plan shall address:
 - (a) Supervisions needs;
 - (b) Other youth with whom the youth will interact;
 - (c) Interactions with the community;
 - (d) Safety issues for the youth;
 - (e) Factors that may contribute to escalated behavior for the youth;
 - (f) Preferred response strategies for preventing or defusing escalated behavior;
 - (g) Back-up plan for de-escalating behavior;
 - (h) Crisis response plan.
- (10) Supervision resources: A plan for additional supervision resources, if needed. The Contractor shall have available the capacity to offer a variety of safety / supervision strategies as appropriate for a child's assessed needs. These resources may include but are not limited to:
 - (a) Additional supervisory staff (including in-home aides);
 - (b) Door / window alarms or monitors;
 - (c) Respite care.
- (11) Independent Living Assessment and Plan: An Independent Living Assessment and Plan (ILP) shall be developed for all youth in out-of-home care who are age sixteen (16) or older using the following forms provided by DCFS, or their successor:
 - (a) "Life Skills Inventory Independent Living Skills Assessment Tool" DSHS 10-267 (12/2000)
 - (b) "Initial Independent Living Skills Plan" DSHS 10-265 (11/2000)

6. Individual Behavior Management Plan (IBMP)

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a. Development of the Individual Behavior Management Plan (IBMP).

- (1) The Contractor shall develop a proactive Individual Behavior Management Plan (IBMP) with input from DCFS and from the youth within 24 hours of his/her intake into CHAP.
 - (a) The IBMP must identify strategies and consequences to be used in managing behavior specific to the youth's presenting problems.
 - (b) The plan shall include behavior management goals aimed at reducing unsafe behaviors through skill building.
 - (c) The plan shall take into account factors of all children residing in the same placement to ensure their safety and protection.
 - (d) Family members and/or foster parents shall be involved in the development of the plan and shall have a copy of the plan.
- (2) IBMP Signatures. The following parties shall sign the IBMP: youth's DCFS social worker, parent and the youth. If the youth is placed in a foster home, the foster parent must also sign the IBMP. If the parent's signature is unattainable, the Contractor shall document why the parent did not sign the IBMP.

b. Maintenance of the Individual Behavior Management Plan (IBMP)

- (1) The IBMP shall be available for all CHAP staff.
- (2) The Contractor shall review and update the IBMP as youth's needs, issues and behaviors change.
- (3) At a minimum, the Contractor shall review and update the IBMP thirty (30) days after intake and every ninety (90) days thereafter.

7. Service Delivery

The Contractor shall, at a minimum, provide the following specific services to the youth and the youth's family to address the treatment and support needs identified in the ISTP. The Contractor shall ensure clinical supervision of staff providing direct services. Services shall include, but not be limited to the following:

- a. Education: Education services shall be provided either by means of an on-campus self-contained education program or through the use of public schools. DSHS is not responsible for education costs.
- b. Behavioral services: Behavioral assessment, education, and treatment shall be provided as indicated in the ISTP either as part of the contractor's service network or in conjunction with community resources. Options for intervention shall include individual, family and group services.
- c. Community support development: Efforts shall be made to identify and develop supports to the child and family/family system in the community where the child will reside.
- d. Substance abuse services: Substance abuse assessment, education, treatment and relapse prevention shall be provided as indicated in the ISTP either as part of the contractor's service network or in conjunction with community resources.

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- e. Respite: Respite care shall be among the range of service options and intervention strategies for CHAP. Respite may be offered either in the child's home (allowing the child to stay and the caretaker to leave) or in the community (allowing the caretaker to stay and the child to leave). The determination to offer respite services shall be made in conjunction with the child and family team and shall be based on the assessed needs of the child and family.
- f. Crisis Response: Children in CHAP and their families (biological and foster) shall have 24-hour access to an on-call staff who is available for telephone and/or face-to-face intervention.
- g. Consultation: Outside consultation from individuals recognized by the community as expert in areas of need relevant to the child and family being served shall be provided by the contractor at a rate of no less than one half hour per resident per month averaged over a three month period.
- h. Structured activities: Activities to increase skills, learning and confidence shall be provided for youth. Activities shall include but are not limited to:
 - drug / alcohol education
 - health education
 - social skill training
 - work / vocational activities
 - physical recreation
 - other recreation
- i. Aftercare support plan: Prior to discharge, the contractor in coordination with the child and family team shall develop an aftercare plan that identifies the community support linkages for the child and family. An aftercare support plan shall be implemented for all residents discharged to a less restrictive setting.

8. 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/DCFS. The Family Centered Practice Model may be accessed at: <http://www1.dshs.wa.gov/pdf/ca/FCPModel.pdf>.

9. Notifications

The Contractor shall notify the assigned CA social worker as described below when 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:

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- (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.

Examples of Unusual Incidents include, but are not limited to:

- (a) Physical self-abuse or abuse of others;
- (b) Sexual assaults or sexual behaviors that are age inappropriate;
- (c) Severe behavioral incident(s) unlike the child's ordinary behavior;
- (d) Running away;
- (e) Any incident that necessitates medical attention or hospitalization;
- (f) An unexpected adverse reaction to medication, food, etc.;
- (g) 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.

10. Reports. The Contractor shall provide the following reports:

- a. **Child Specific Progress Report**. Shall be submitted to the DCFS social worker assigned to the case. The initial report shall be submitted within 30 days of intake and every 90 days thereafter. The Child Specific Progress Report shall include the following information:
 - (1) **Child's current physical placement location.** A post office box is not an acceptable current address under this requirement.
 - (2) **Progress achieved in the areas described in the child's ISTP including, but not limited to, the following elements:**
 - (a) Identification and implementation of a Primary (P) and Alternate (A) permanency plan;

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- (b) Status of child's permanency plan;
 - (c) Compliance and progress with court-ordered services;
 - (d) Visitation plan;
 - (e) Child's education progress and status;
 - (f) Continued need for out-of-home placement, if out-of-home;
 - (g) Barriers to finalizing permanent placement;
 - (h) Activities, services and plans to overcome barriers;
 - (i) Proposed activities and services to achieve treatment and permanency goals;
 - (j) Evaluation of previous case plan;
 - (k) Independent Living Skill development (for youth age 16 years and older).
- b. Monthly Census Report. Shall be submitted to the DCFS Regional CHAPS Manager. The Monthly Census Report shall include the following information:
- (1) Client name;
 - (2) Date of intake;
 - (3) Date of discharge;
 - (4) Client placement upon discharge;
 - (5) Number of clients served for the month in foster care and in-home;
 - (6) Completed 180-day assessments.
- c. Children's Functional Assessment Rating Scale (CFARS).
- (1) The Contractor shall complete a Children's Functional Assessment Rating Scale (CFARS) on each youth at a minimum within 14 days of entry and within 30 days prior to exiting CHAP.
 - (2) For youth currently in CHAP longer than 30 days, the Contractor shall, at a minimum, complete a CFARS at the time of the youth's next quarterly report.
 - (3) The Contractor shall complete a CFARS on youth within 30 days prior to exiting CHAP. A CFARS is not required if the youth is discharging on or before the next quarterly report.
- d. Youth Transition Report. The Contractor shall complete a Youth Transition Report on all youth exiting CHAP and shall send a copy of this report to the CA assigned Social Worker, and Regional CHAP manager no later than 30 days after the youth transitions or discharges from the program. This report can be mailed, faxed or e-mailed (report can only be e-mailed if the youth's name is not on the form or in the body of the e-mail or it is sent via secure e-mail or protected by password.)
- e. Annual Report. The Contractor shall complete an Annual report (as provided by CA) and mail, fax or e-mail this report to the CA Regional CHAP manager and CA headquarters CHAP manager no

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later than 30 days after the end of the state fiscal year. The state fiscal year ends on June 30th. The report shall cover the time period starting July 1 of one year and ending June 30 of the following year.

- f. Recruitment Activities. The Contractor shall supply data upon DCFS' request concerning foster parent recruitment activities.
- g. Additional Data. DSHS may request additional measurable service and outcome data for services provided by the Contractor. In the event DSHS so requests, DSHS commits to work with the Contractor to develop data elements. If so requested the Contractor agrees to provide data collection in a manner prescribed by DSHS.

11. Chap In-Home Services

In addition to all requirements stated in this contract, a Contractor who provides in-home CHAP care shall submit an Individual Service and Treatment Plan (ISTP) to the DCFS assigned social worker within 30 days of CHAP intake. At a minimum, the plan shall specifically address the following elements:

- a. An assessment of the family's strengths and weaknesses and the family's willingness to work with the Contractor to maintain the child at home. This assessment will include a summary of services that the family requires for maintaining the child at home.
- b. Types and frequency of services to be delivered to the family with a clear priority of in-home service delivery and expected outcomes of services to be provided. Services shall include, but are not limited to the following:
 - (1) Crisis intervention;
 - (2) Family therapy;
 - (3) Regular and emergency respite care;
 - (4) Involvement of the foster parents in the in-home service plan;
 - (5) Involvement of the family with other community resources; and
 - (6) Concrete supports, i.e., housing, transportation, or other material assistance.
- c. Benchmarks for measuring the success of the in-home service plan in stabilizing the family situation to avoid out-of-home placement of the child.

12. Foster Home Development and Support. The Contractor shall be licensed in good standing as a Child Placing Agency and shall:

- a. Recruit foster parents to provide foster care under this Contract by attending foster care recruitment activities, training events, etc.
- b. Provide training and support to foster parents to sufficiently enable them to care for children with mental health diagnoses.
- c. Maintain an adequate pool of foster parents in order to insure respite and placement availability for all CHAP clients.

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- d. Provide services to assist foster parents in obtaining and maintaining a foster home license. The Contractor is responsible for conducting in-home licensing visits with the foster parents every 90 days. The Contractor must follow licensing rules and policies as established in WAC 388-148 and by the DSHS Division of Licensed Resources (DLR).
- e. Provide a foster parent support group or equivalent support services for foster parents.
- f. Complete an assessment of training needs of the foster parents and develop a training plan to meet those needs. Training must include: serving chronically mentally ill and severely behaviorally disturbed children. The Contractor shall provide a minimum of 60 hours of training during the first year and thirty (30) hours per year thereafter. Activities such as conference participation, case consultations and workshops may be counted toward the required hours.
- g. Evaluate the foster parents following a procedure approved by DCFS. Evaluations shall occur no less than every three (3) months for their first year of participation and every six (6) months thereafter.
- h. Ensure foster parents:
 - (1) Provide 24 hour supervision for youth in care
 - (2) Assist in the development and implementation of the Individual Service and Treatment Plans (ISTP)
- i. Ensure the following:
 - (1) Youths' access to emergency medical and dental services
 - (2) Foster parents receive a minimum of 2 days a month of respite care provided by qualified childcare staff or foster parents with additional respite available based on the youth's ISTP. The DCFS social worker or RSN may waive this requirement if therapeutically indicated and the agency has developed an alternate plan of support equivalent to respite.

13. Conflict of Interest – Placement Prohibited

The Contractor shall ensure that an assessment of potential conflict of interest occurs before the Contractor places any child in an out-of-home placement. The assessment shall include asking any adult living in the out-of-home placement whether any conflict of interest listed below exists. The Contractor must also require that all adults in the home report any conflicts of interest, that occur after the child is placed, by the following workday.

A conflict of interest exists when:

- a. An adult in the home conducts or has conducted an investigation, as a result of the adult's employment, of an allegation of abuse or neglect of the child; or
- b. The child is or has been, or is likely to be a witness against an adult in the home in any pending legal action or claim involving:
 - (1) An allegation of abuse or neglect of the child or sibling of the child; or
 - (2) A claim of damages for wrongful interference with the parent-child relationship between the child and his or her biological parent.

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For purposes of this provision, "investigation" means the exercise of professional judgment in the review of allegations of abuse or neglect by (a) law enforcement personnel; (b) persons employed by, or under contract with, the state; (c) persons licensed to practice law and their employees; and (d) mental health professionals as defined in chapter 71.05 RCW.

The Contractor shall not place or allow a child to remain in a specific out-of-home placement, when there is a conflict of interest on the part of any adult residing in the home, in which the child is to be or has been placed.

The Contractor shall immediately notify DSHS upon becoming aware that the Contractor, a child served under this contract or a licensed caregiver providing services under this contract is, or has been, or is likely to be, a party or witness in a claim or legal action where DSHS is named as a party.

14. Safeguarding Confidential Information

- a. The Contractor shall train and assist the foster parents to safeguard all information, electronic and hard copy. The Contractor shall assist foster parents to develop strategies, methods and mechanisms to safeguard confidential information in their homes.
- b. Confidential information includes, but is not limited to, ISSP's, health passports, school and mental health records of children placed in foster parents' homes.

15. Case Meetings

The Contractor shall attend Child Protective Team (CPT) meetings, prognostic staffings, case reviews, exit case reviews, Local Indian Child Welfare Advisory Committee (LICWAC) meetings, Child Fatality Reviews and other formalized staffings, when requested by the DCFS social worker or staffing coordinator.

16. Social Service Staff Responsibilities

- a. The Contractor shall assign a social service staff consistent with the child's needs to take the lead and be responsible for the development and implementation of the ISTP.
- b. Social service staff shall:
 - (1) Provide individual and family counseling as required in the ISTP;
 - (2) Coordinate mental health, drug/alcohol or other treatment as required by the ISTP; and
 - (3) Review and participate in the development of the youth's Individual Education Plan and shall advocate with the local school district to ensure that the youth receives appropriate educational services.
- c. Social services provided for youth shall be documented in the individual client file.

PROGRAM REQUIREMENTS

Children’s Hospitalization Alternative Program (CHAP) Services

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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 requirements or other requirements as required by statute for services provided under this Contract, which may include but are not limited to: Chapter 388-148, WAC for Licensing Requirements for Child Foster Homes, Staffed Residential Homes, Group Care Programs and Facilities, and Agencies. The Licensing WAC can be accessed at <http://www.leg.wa.gov/wac/index.cfm?fuseaction=chapterdigest&chapter=388-148>
- b. When licensing or other statutory requirements differ from contract requirements, the Contractor shall meet whichever requirement imposes the higher standard. Any variance from licensing requirements shall require a licensing waiver.

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- c. In the event the Contractor's license is revoked, or the license expires and an application for renewal is not pending, this Contract shall be suspended, without the necessity of written notice from DSHS, as of the effective date of revocation or the actual date of expiration. In the case of license 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 the license revocation.

2. Required License in Good Standing

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

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

3. Qualification Requirements

The Contractor shall ensure that employees, subcontractors, and/or volunteers providing services to clients under this Contract have the following minimum qualifications:

- a. The provider must qualify as a mental health provider as defined by the Regional Support Network (RSN).
- b. If the provider is an association of agencies:
 - (1) Each agency must separately meet the licensing, insurance, and liability requirements listed in this contract; UNLESS
 - (2) Incorporated as a legal entity and capable of meeting all contractual elements; AND
 - (3) Covered by insurance as this separate legal entity registered with the Secretary of State.

4. 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) NASC – Northwest Association of Schools and Colleges
 - (3) NCA – North Central Association of Colleges and Schools

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(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.

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.

- e. Failure to comply with the degree requirements of this section shall be grounds for termination of this Contract.

5. Staff and Subcontractor Training

The Contractor shall provide training for staff and subcontractors, which shall be documented in personnel or administrative files, as follows:

- a. Annual Training. The Contractor shall provide 30 hours of training annually for CHAP staff that have direct contact with clients and their supervisors. The training topics shall address client issues, needs, and skill building to better serve CHAP clients.
- b. Confidentiality Training/Information. The Contractor shall provide training and information concerning client confidentiality.
- c. 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>.

6. Background Checks

This requirement applies to any employees, volunteers and subcontractors who may have unsupervised access to children served under this contract. This requirement does not apply to currently licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.

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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. The Contractor shall assist in obtaining additional state or national criminal history and/or child abuse/neglect history, if requested by DSHS. 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.

7. Health and Safety of Client Children

In the delivery of services under this Contract, children's health, safety and well-being shall always be the first concern of the Contractor.

- 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 DCFS referral, the Contractor shall immediately report this information to the referring DCFS social worker and, if appropriate to CPS Intake. The Contractor shall follow such verbal notification by written notification within 24 hours to the DCFS 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 DCFS social worker. The Contractor shall follow verbal notification by written notification within 24 hours to the DCFS 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 e-mail.

8. Best Interests of the Child

- a. The best interests of the child shall always take priority over the Contractor's interests. Accordingly, the Contractor shall at all times work with DCFS collaboratively and cooperatively to promote the best interests of the child in providing services under this Contract.
- b. In the event the Contractor is unable to place a child, or to continue providing services for a child, and wishes to return physical custody of the child to DCFS, the Contractor shall provide not less than 14 days advance notice in writing to DCFS. Failure to do so shall be grounds for termination of this Contract.
- c. This provision does not prevent DCFS and the Contractor from mutually agreeing to move a child, or to return a child to DCFS, when the safety of the child or the possibility of harm to others is an issue; for example, when there is danger posed to other children by the child, or when there is an issue of actual or potential abuse or neglect by the foster parents, the child may be moved immediately with DCFS' approval.

9. Notification of Youth's Change in Status

- a. The Contractor shall inform DCFS immediately when a youth's status changes for any of the reasons listed below. The Contractor shall follow-up verbal notification with written notification to

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the DCFS social worker and CA Regional CHAP manager within 24 hours.

- b. The Contractor shall also inform the youth's parents within 24 hours when a youth's status changes for the reasons listed below unless the information would endanger the youth, or unless specific circumstances and procedures for parental contact are identified in the youth's ISTP.
- c. The Contractor shall promptly notify the DCFS social worker if a major event or change in status has occurred to a DCFS child, which has the effect of impacting the child's health, safety or well-being, the child's living situation or permanent plan, e.g., death of a family member, assault by another person, injury requiring medical attention, etc.
- d. The Contractor shall, on all missing children as defined in WAC 388-148-0010, follow reporting responsibilities as described in WAC 388-148-0123.
- e. Reasons for notification include, but are not limited to:
 - (1) Youth's whereabouts has changed, e.g., when run report is filed, when youth returns from a run, etc.
 - (2) Significant change in mental health status, supervision or safety needs of the youth
 - (3) Juvenile justice system involvement with the youth
 - (4) Changes in medical condition, e.g., emergency room treatment, hospitalization, diagnosis of disease or condition
 - (5) Any allegations of abuse or neglect reportable by statute shall be reported to both CPS Intake and the DCFS social worker
 - (6) Youth changes foster homes, returns home, etc.

10. 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.

11. Behavior Management Guidelines

The Contractor shall adhere to the DSHS CA "Behavior Management Guidelines for Licensed Foster and Residential Care Settings".

12. 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.

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13. 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.800bucklup.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.**

14. 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.

15. 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 DCFS Regional Administrator or designee on a case by case basis.

16. Federal Statutes Applicable to Placement of Children

- a. The Multiethnic Placement Act (MEPA), as amended by the Interethnic Adoption Provisions (IEAP), prohibits states and other entities that receive federal funds and are involved in adoption or foster

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care placements (such as Child Placing Agencies) from:

- (1) Denying to any person the opportunity to become an adoptive or a foster parent, on the basis of race, color, or national origin of the person, or the child, involved; or
 - (2) Delaying or denying the placement of a child for adoption or into foster care, on the basis of the race, color, or national origin of the adoptive or foster parent, or the child, involved.
- b. MEPA-IEAP Specifically provides that it has no effect on the application of the Indian Child Welfare Act (ICWA) of 1978.
- c. CHAP Contractors found by the Office of Civil Rights to be in violation of these laws will be assessed an immediate penalty of all Title IV-E funds (foster maintenance and administrative) received by the agency in the quarter in which the violation occurred.

17. Confidentiality – Consent by Minor

This Contract imposes the following additional requirement to the section titled *Confidentiality*, set forth above as one of the General Terms and Conditions: The Contractor shall not disclose, transfer, or sell the Personal 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.

18. DSHS Right of Access

DSHS shall have the right of access to all DSHS clients served under the terms of this Contract and their place of residence on a 24-hour basis without prior notice.

19. Office of the Family and Children's Ombudsman

The Office of the Family and Children's Ombudsman (OFCO) shall have the same Right of Access to clients as DSHS.

The Contractor shall release records relating to services provided to youth that are dependent under Chapter 13.34 RCW to the Office of the Family and Children's Ombudsman. The Contractor can release records 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.

The Contractor shall notify the Headquarters Foster Care Program Manager and the authorizing social worker when the OFCO makes a request for records.

20. Records. The Contractor shall retain the following 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) DCFS written service authorization;
- (2) Document which provides legal authority to place child;
- (3) Assessment of potential conflict of interest, when a child is placed in an out-of-home placement;

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- (4) Current Individual Service and Safety Plan (ISSP), Form DSHS 12-2000;
- (5) Individual Behavior Management Plan (IBMP);
- (6) Individual Service and Treatment Plan (ISTP)
- (7) Individual Educational Plan (IEP), if applicable;
- (8) Safety and Supervision Plan;
- (9) 30-day and 90-day progress reports;
- (10) Medical coordination activities;
- (11) In-home licensing visits;
- (12) Documentation of social services provided for client;
- (13) Clinical consultation log;
- (14) Assessment and client service plan, if in-home CHAP care is provided;
- (15) Aftercare Support Plan;
- (16) 180-day outcome assessment; and
- (17) Medical records to include: Well-Child /EPSDT medical exam, any medical assessments, special medical needs, medical care provided.

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) A copy of any subcontract or other agreement for subcontracted services and the provider's qualifications;
- (6) Copy of the Certificate of Insurance for each subcontractor; and
- (7) 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.

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(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 (1) the furnishing of the information is entirely voluntary; (2) 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, and (3) any subcontractor's staff and employees 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) Staff training log;
- (12) Signed statements to adhere to confidentiality of client information;
- (13) Signed statements acknowledging duty to report child maltreatment;
- (14) Copy of each signed subcontract or other agreement for any subcontractors;
- (15) Foster parents' 3 month evaluation for the first year of service and 6 month evaluation thereafter;
- (16) If transporting DCFS children, the following documentation:
 - (a) Proof of valid driver's license,
 - (b) Current liability insurance,
 - (c) Proof of good driving record;
- (17) If providing direct service to the client, the following documentation:

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- (a) Current 1st Aid,
- (b) Current CPR,
- (c) 4 hours of HIV/HEP B training by a certified instructor.

21. 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. 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 and/or subcontractor time.

22. Operating Procedures

- a. In collaboration with DCFS, the Contractor shall develop written operating procedures, which set forth procedures for the day-to-day operation and conduct of activities under this Contract. Such procedures must be in accord and consistent with, and shall not conflict with, the provisions of this Contract. The written operating procedures shall address:
 - (1) Referral process steps;
 - (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 DCFS shall each retain a copy of the written operating procedures.