

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>	PERSONAL SERVICE CONTRACT Child Welfare Caseworker and Foster Parent Mobile Applications	DSHS Contract Number: Click here to enter text. Resulting From Procurement Number:
This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.26 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER 146185
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Childrens Administration	DSHS DIVISION Division of Children and Family Services	DSHS CONTRACT CODE 2000PC-23
DSHS CONTACT NAME AND TITLE Click here to enter text. Contracts Manager		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)
CONTRACT START DATE 04/15/2016	CONTRACT END DATE 06/30/2017	CONTRACT MAXIMUM AMOUNT 1,000,000.00
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Data Security: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit B SOW ; Exhibit C - Budget <input type="checkbox"/> No Exhibits.		
Contract Purpose: The purpose of this contract is to develop two Mobile Applications (Apps), a Child Welfare Caseworker App and a Foster Parent App. Collaborate with Children's Administration to develop Application Programming Interface(s) for the Child Welfare Caseworker and Foster Parent Mobile Apps. Coach CA staff in a best practice Agile development methodology.		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE	DATE SIGNED

DSHS 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. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - e. "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.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "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.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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- n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- o. "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.
- p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
- q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
- r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.

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 another agency of the state of Washington or any other party for the same services.

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

6. **Confidentiality.**

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site

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through shredding, pulping, or incineration.

- e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or 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 (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 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.
- 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 officer or employee.
- 10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
- 11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

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

- 12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
- 13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
- 14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which,

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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. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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 Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

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

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19. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

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

21. 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.

22. DES Filing Requirement. Under RCW 39.26, sole source contracts and amendments must be filed

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with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until it has been approved by DES. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.

- 23. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written 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.
- 24. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to 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 \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all

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audit findings included in the prior audit's schedule of findings and questioned costs.

- 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 2 CFR Part 200.

25. 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.

26. 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 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;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

27. 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. 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.

28. 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

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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 or expiration.

29. Taxes.

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

30. HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

a. Definitions.

- (1) "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- (2) "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- (3) "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- (4) "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- (5) "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management

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record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

- (6) "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
 - (7) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
 - (8) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
 - (9) "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (10) "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
 - (11) "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
 - (12) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - (13) "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
 - (14) "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- b. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
 - c. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - (1) **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the

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Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

- (2) Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- (3) Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- (4) Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (5) Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- (6) Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
- (7) Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- (8) Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- (9) Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the

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Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

- (a) Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (b) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (c) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (d) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (e) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (f) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(10) Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

d. Individual Rights.

(1) Accounting of Disclosures.

- (a) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
- (b) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (c) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (d) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

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(2) Access

- (a) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (b) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

(3) Amendment.

- (a) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
 - (b) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).
- e. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
- f. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
- g. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.
- h. **Breach Notification.**
- (1) In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
 - (2) Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract

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or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

- (3) Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- (4) If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (a) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (b) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (c) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (d) DSHS will take appropriate remedial measures up to termination of this Contract.

i. **Miscellaneous Provisions.**

- (1) **Regulatory References.** A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- (2) **Interpretation.** Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Agency" means a public or private agency or other organization providing services to DSHS clients.
 - b. "Application Programming Interfaces (API)" - a system of tools and resources in an operating system, enabling developers to create software applications.
 - c. "CA" means Children's Administration, which is an Administration within DSHS.
 - d. "Children's Administration Technology Service" (CATS) means a CA Division.
 - e. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, or safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.
 - f. "Client" means any child or adult who is authorized services by DSHS.
 - g. "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.
 - h. "Compliance Agreement" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor to compliance with the terms of the Contract.
 - i. "EMC Application Extender" - a content management solution that scans, stores, retrieves, and preserves information, while providing role-based access from nearly any device or web browser.
 - j. "Enterprise Content Management System (ECM)" - is a formalized means of organizing and storing an organization's documents, and other content, that relate to the organization's processes. The term encompasses strategies, methods, and tools used throughout the lifecycle of the content.
 - k. "FamLink" - is a case management system used by CA
 - l. "HIPAA" - means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 - 13424, H.R. 1 (2009) (HITECH Act).
 - m. "HIPAA Rules" - means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
 - n. "Lightweight Directory Access Protocol (LDAP)" - is a directory service protocol that runs on a layer above the TCP/IP stack. It provides a mechanism used to connect to, search, and modify Internet directories. The LDAP directory service is based on a client-server model.
 - o. "Product Owners" means a scrum development role for a person who represents the business or user community and is responsible for working with the user group to determine what features will be in the product release.

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- p. "Representational State Transfer (RESTful)" – is an architectural style for networked hypermedia applications, it is primarily used to build Web services that are lightweight, maintainable, and scalable. A service based on REST is called a RESTful service. "SACWIS" - is the Statewide Automated Child Welfare Information System
- q. "Security Incident Response" means the steps taken to respond to a breach of confidential data.
- r. "SOAP" – (Simple Object Access Protocol), is a protocol specification for exchanging structured information in the implementation of web services in computer networks.
- s. "WSDL" - is an XML format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. The operations and messages are described abstractly, and then bound to a concrete network protocol and message format to define an endpoint.

2. Purpose.

- a. The purpose of this Contract is to establish a contract between the State of Washington, Department of Social and Health Services (DSHS) and Children's Administration Technology Services (CATS) Division, and to seek a contractor who is capable of:
 - (1) Creating two mobile applications (Apps), a Child Welfare Caseworker App and a Foster Parent App.
 - (2) Collaborating with CATS staff to develop Application Programming Interface(s) for the Caseworker and Foster Parent Mobile App.
 - (3) Coach state staff in a best practice Agile development methodology
- b. DSHS enters into this Contract as the result of DSHS RFQQ 1623-583
 - (1) DSHS incorporates by reference DSHS RFQQ 1623-583, including all Amendments and Exhibits.
 - (2) DSHS incorporates by reference, the Contractor's written response to DSHS RFQQ 1623-583 dated #####.

3. Data Security Requirements – Exhibit A is incorporated herein...

4. Statement of Work – Exhibit B. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in the Statement of Work attached as Exhibit B.

5. Budget Exhibit – Exhibit C. Contractor's Budget for providing services under this Contract is attached as Exhibit C. Funds may be transferred between budget line items of the Contractor's Budget subject to the following conditions:

- a. Transfer of funds up to 10% of the budget line item must be requested in writing by the Contractor and may be made without amending this Contract;
- b. Transfer of funds that exceeds 10% of the budget line item shall require a written amendment to this Contract prior to the transfer of funds between budget line items.

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6. Consideration.

- a. Maximum Contract Amount. Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$1,000,000.00, including any and all expenses, and shall be based on the following:
- b. Travel Expenses. Travel expenses incurred or paid by the Contractor shall be reimbursed at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Reimbursable travel expenses under this Contract only include mileage, lodging and per diem rates. Any out-of-state travel must be approved in advance by DSHS for travel expenses to be reimbursable under this Contract. Travel expenses are included in the maximum contract amount for this Contract.

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

c. Deliverables Payment Schedule

The price of all deliverables included in this Deliverables Payment Schedule represents an estimated fixed cost.

To be updated with agreement from the successful response.

Deliverable	Deliverable Description	Planned Delivery Date	Price	15% Holdback
Revised Work Plan and Schedule	A revision of the work plan and schedule presented in the bidder's proposal based on discussions with DSHS personnel			
Caseworker App and Architecture	Present the proposed Caseworker App framework and architecture to the Agile Team. Deliver app and architectural documentation.			
Foster Parent App and Architecture	Present the proposed Foster Parent App framework and architecture to the Agile Team. Deliver app and architectural documentation.			
Coaching Services for Caseworker App	Lead the Agile Team (state and vendor members) to implement the WA Caseworker App using best practice agile methodology. Document agile work daily using the state tracking tool for project.			
Coaching Services for Foster Parent App	Lead the Agile Team (state and vendor members) to implement the WA Foster Parent App using best practice agile methodology. Document agile work daily using the state tracking tool for project.			

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WA Caseworker App APIs	Develop, configure, deliver and implement Caseworker IOS and Android applications and Web Service API			
WA Foster Parent App APIs	Develop, configure, deliver and implement Foster Parent and IOS and Android applications and Web Service API			
WA Foster Parent App	Identify User Stories to configure and implement App Store for Foster Parent App			
Caseworker App Architectural and Technical Specification Deliverable	Updated architecture documentation and technical specifications for application and APIs.			
Foster Parent App Architectural and Technical Specification Deliverable	Updated architecture documentation and technical specifications for application, APIs and App Store.			
Source Code	Deliver source code for Caseworker and Foster Parent apps and APIs to WA.			
User Acceptance Test Results	Results of User Acceptance Testing that demonstrates the system is ready to be used by DSHS staff and external users in production mode.			
Trained and Training Materials	Deliver tutorials/instructions and training materials.			
Incident Resolution Reports	Resolution of critical and serious incident reports: Completed work, validation and testing of adjustments or fixes needed to the application or configuration settings that are either critical or serious in nature.			
Final demonstration and approval by State	Demonstration for Director and approval by Director.			
Fix incidents identified prior to July 1, 2016	Provide post-project support to fix incidents identified prior to July 1, 2016			

d. Holdback

DSHS will holdback 15% of each deliverable amount to be paid upon successful completion of the project or in accordance with the performance incentive described in section 9(b). Successful

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completion shall be evidenced by a performance monitoring report deemed acceptable by the contact person identified in Section 9(a)

7. Billing and Payment

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

a. The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO. _____ FOR THE MONTH OF _____, 20__"

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

Dee Chilenski, (CA IT Procurement)
DSHS/Children's Administration
PO Box 45605
Lacey, WA 98516-5533

c. The Contractor shall contact the above DSHS contact at (360) 486-2374 concerning billing questions.

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

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

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

h. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.

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

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

k. The invoice shall state the amount of each cost or expense incurred by Contractor in the preceding calendar month that is based on the items listed in the Budget Exhibit attached as Exhibit C. Costs or expenses listed in the invoice must match the corresponding items listed in the Budget Exhibit for costs or expenses that will be incurred by the Contractor.

l. The cost or expense billed for each such item shall be charged against the total amount listed for that item in the Budget Exhibit. The cumulative dollar amount for each such item, for all invoices submitted by Contractor, shall not exceed the total dollar amount stated for that item in the Budget Exhibit.

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8. Payment Only for Contracted Services

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

9. Performance Monitoring and Incentive

a. Performance Standard Measurement

Impacts and outcomes achieved as a result of the delivery of services may be measured and evaluated by DSHS in a Performance Monitoring Report form. DSHS may evaluate Contractor performance at Phase Gate completion upon delivery of the User Acceptance Test Results as defined above. The evaluation will cover the period ending with an established due date. DSHS may utilize the standardized form and/or supplement the process with special performance factors particular to the specific contractual needs. Each evaluation shall include an assessment of the Contractor's efforts toward achieving DSHS's objectives. The form is designed to aid DSHS in referrals, clarify Contractor's duties and DSHS expectations, and inform Contractors of their performance strengths and weaknesses.

b. Performance Incentive

DSHS may choose to pay the balance of the contract holdback at the completion of the Phase Gate evaluation. Contractors will be eligible for this performance incentive when:

- (1) At least eight (8) of the ten (10) measured criteria on the Performance Monitor Report, attached as Exhibit C, for the Phase Gate are scored three (3), Exceeds Expectations.
- (2) The DSHS Project Executive Sponsor approves the Performance Monitor Report.

10. Funding Stipulations

- a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds without the prior written permission of DSHS.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

11. 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.

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12. 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.

13. 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.

14. Insurance

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

a. General Liability Insurance

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

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

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

or

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

b. Business Automobile Liability Insurance

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

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types and limits of coverage as required of the Contractor under the Contract.

g. Separation of Insureds

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

h. Insurers

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

i. Evidence of Coverage

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

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

j. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 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.

l. Waiver

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

15. Investigations of Contractor or Related Personnel

- a. DSHS may, without prior notice, suspend the Contractor's performance of the Contract if the Contractor, or any partner, officer or director of the Contractor, or a subcontractor, or any employee or volunteer of the Contractor or a subcontractor, is investigated by DSHS or a local, county, state

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or federal agency regarding any matter that, if ultimately established, could either:

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

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

16. Removal of Individuals from Performing Services

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

17. Compliance with Corrective Action Plan

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

18. Evaluation of Contractor

DSHS may evaluate the Contractor's performance during the term of the Contract. Areas of review may include, but are not limited to, the following:

- a. Effectiveness of services;
- b. Timeliness of services provided;
- c. Effective collaborative efforts with DSHS;
- d. Quality and clarity of reports;
- e. Adherence to contract terms; and
- f. Compliance with federal and state statutes.

19. Administrative Records

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

Special Terms and Conditions

20. Auditing and Monitoring

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
- d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

21. Resolution of Differences

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

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

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

22. Disputes

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

Special Terms and Conditions

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

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

23. Braam Considerations

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

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “Hardened Password” means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
 - (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

- (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.
- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in Section 3. Protection of Data b. Network Server Disks above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

6. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the subcontractor must be submitted to the DSHS Contact specified for this contract for review and approval

Exhibit B

Statement of Work

To be updated with agreement from the successful response

1. SCOPE

CATS is seeking a contractor, to procure the source code and custom API integration of a native Mobile App for child welfare case management on the iOS platform. The mobile development platform used in the development of the Apps shall allow the Agency to share code base modules with multiple mobile operating systems by utilizing the cross-platform mobile development tool Xamarin. Devices currently in use by CA mobile workers include Tablets, running the Windows 10 operating system, and iPhones. CA reserves the right to upgrade devices as technology deems necessary.

2. FUNCTIONAL CONSIDERATIONS IN SCOPE

(1) Compatibility

The Mobile Case Worker App shall be compatible with IOS 9.x and Android 5.x. The Mobile Foster Parent App shall be compatible with both IOS 9.x and Android 5.x.

(2) General – Both Apps

- (a) The solutions shall upload items of work, such as audio and video recordings as well as photos and allow them to be attached to a particular piece of work such as a case note, investigation, or home study.
- (b) The solutions shall geocode, date, and time stamp all uploaded items work including required index information and send the objects, such as audio and video recordings as well as photos from Apps to the Enterprise Content Management System, EMC Application Extender using a Simple Object Access Protocol (SOAP) web service API.
- (c) The Apps shall have a modern design aesthetic with crisp typography, intuitive usability such as alphabetical browsing of cases, contrasting colors and for accessibility, and evoke a high production value. Contractors shall provide conceptual designs in response to this solicitation.
- (d) The Apps shall have an intuitive user interface and a user friendly organization of content so that a user is not overwhelmed at login.
- (e) The Apps shall support finger swipes from one page to another.
- (f) The Apps shall enable a user to work in offline and online modes.
- (g) The App shall integrate with device dictation function to allow a user to convert speech to text and enable a user to speak commands instead of typing.
- (h) The App shall provide smart location based alerts such as providers in the area.
- (i) The solutions shall provide a quick tutorial on how to use the Apps.
- (j) The solution shall allow a user to take a picture, annotate, write comments, and send the picture to an authenticated user or predefined user group.

- (k) Pictures, audio and video recordings shall be tagged with relevant case meta data and the purpose of the documents and/or recordings, for example investigation.
- (l) Provide an asynchronous collaboration tool, such as threaded discussion or white board and the ability to moderate.
- (m) Enable real time collaboration between two different users working on the same case/client by allowing users to share information while interviewing, for example, a subject of a report alleging child abuse and/or neglect and the alleged victim from separate rooms.
- (n) Synchronous communication, (voice, video, text, and image) private messaging that destroys itself (snap chat style) after a period of time to be defined by the Agency's policy.

3. CONSIDERATIONS SPECIFIC TO CASEWORKER APP

The Case Worker App is to provide workers with tools to work away from their desks, including some key components of Washington's Statewide Automated Child Welfare Information System (SACWIS), FamLink. Currently, the FamLink Case Management System has approximately 3,700 users (including users external to CA) and CA anticipates that approximately 50 % will be active users of the Mobile App from the field.

a. Caseload

The solution shall allow users to see their assigned case load with person and demographic information (to include but not limited to case participants, dates of birth, addresses, and other case and person specific information currently available in the FamLink database such as allergies to certain foods or medications).

b. Case Notes

- (1) The solution shall allow users to document case notes during field visits and upload the notes to the Famlink Case Management System.
- (2) The solution shall allow users to select attributes of the case note from drop down fields, for example: category and activity.
- (3) The solution shall allow the user to add participants and collaterals to the case notes.
- (4) The solution shall integrate with the devices audio function to allow for audio/dictated case notes.

c. Home Study

- (1) The solution shall allow users to enter data related to the Home Study
- (2) Application shall upload the information to the FamLink Case Management System. Date and Time Stamp is required.

d. Pictures

The solution shall allow a user to take a picture and send it to another person via email or SMS, as well as allow for upload to the FamLink Case Management System or Application Extender. Pictures shall be tagged with relevant case Meta Data, for example: Case ID# or Referral ID #,

and the purpose, for example: Investigation.

e. Collaboration

- (1) The solution shall allow a user to take a picture, annotate, write comments, and send the picture to an authenticated user or predefined user group.
- (2) Pictures shall be tagged with relevant case meta data and the purpose of the case for example investigation.
- (3) Provide an asynchronous collaboration tool, such as threaded discussion or white board and the ability to moderate.
- (4) Enable real time collaboration between two different users working on the same case/client by allowing users to share information while interviewing, for example, a subject of a report alleging child abuse and/or neglect and the alleged victim from separate rooms.
- (5) Synchronous communication, (voice, video, text, and image) private messaging that destroys itself (snap chat style) after a period of time to be defined by the Agency's policy.

f. Dashboard/Alerts

Provide notifications to users (e.g. such as when initial contacts, assessments, and visits are due).

g. Audio Recording

The solution shall integrate with the devices audio recording function to allow for audio recording of interviews and storing of relevant case data (e.g. Case ID#, Referral ID#, Participant Name and ID#), as well as relevant Meta Data (e.g. date, time, length of recording, as well as device information, and person logged on to the device/creating the audio recording/record)

h. Calendar

The App shall allow a user to see or sync Outlook calendar of activities into the calendar of the device.

i. Map

- (1) The App shall integrate with Google Maps to allow a user to activate voice guided turn by turn navigation by selecting an address from a case file or calendar.
- (2) The solution shall allow users to see an address on a map with the ability to zoom in and out by pinching expanding views for additional information.

j. Assessment Tool

The solution shall have assessment tools with the ability to email documents. For example, the ability to create a safety assessment and a safety plan.

k. Electronic Capturing of Signatures

The Apps should integrate with the devices touch screen and allow for a user to sign documents/information on the screen (e.g. using a stylus and signing a safety plan or a placement agreement).

l. Secure/Encrypted Emailing

The solution shall have the ability to integrate with the Mobile Device Management secure email client on the device to send secure/encrypted email/documents from the application (e.g. a child safety plan)

4. CONSIDERATIONS SPECIFIC TO FOSTER PARENT APP

Foster Parent App is to give our Foster Parent and Relative Care providers a tool to receive and provide critical information on the children placed in their care (e.g. information related to visits, health, placement, etc.) and to communicate with the assigned social service specialist.

- a. The solution shall provide the Foster Parent/Relative caregiver a list of the children in their care.
- b. The solution shall allow a Foster Parent/Relative caregiver access to information related to a child placed in their care such as allergy, medication or in case of emergency details, upcoming court activities and other key events related to the child's health, safety and permanency as allowed per agency policy.
- c. The solution shall allow Foster Parent/Relative caregiver to enter information related to a child placed in their care such as sibling visits details, parent/child visit details and medical appointment dates.
- d. The solutions shall provide access to their household member, license and licensing requirement information (such as license renewal dates, etc.).
- e. The solutions shall provide access to frequently used contacts, such as the assigned social service specialist, their supervisor and other relevant information.

5. TECHNICAL CONSIDERATIONS IN SCOPE

a. Integration

- (1) The solution shall integrate with the Case Management System of record, FamLink, to allow write back of client visit/case notes from the field.
- (2) The App shall leverage preexisting data in the FamLink database to minimize data entry by social service specialists. Additional information on the architecture of FamLink is provided below:

b. Security

- (1) The Apps shall require user login and integration with a single sign-on through the Lightweight Directory Access Protocol (LDAP) using a SSL-VPN client.
- (2) The Apps shall have role based access and customization to present only relevant content to specific user groups. For example, social service specialists restricted to a specific case load

should only see those cases.

(3) The Apps shall write back to the case management system audit log and session history.

(4) The Apps shall be HIPAA compliant.

(5) The Apps shall protect private and sensitive information through a minimum 256bit encryption using the agency SSL-VPN solution.

(6) The Apps shall comply with WA Office of the Chief Information Officer policy [141.10](#).

c. Application Programming Interface

It is expected that the successful contractor will work with the state staff to design and develop the APIs for the mobile App(s). CA will be responsible to collaborate on the requirements, design, development and documentation of a Representational State Transfer (RESTful) web service API. The contractor is responsible to do custom development based upon collaborated requirements for interfacing of the FamLink data repository with the mobile apps.

d. Documentation

The contractor shall provide system documentation including architecture diagrams, integration points, and workflows for the app.

e. Agile Coaching

The contractor shall work side-by-side with CA Technology Services (CATS) Division staff to customize and develop these mobile applications, Web APIs and App Store using a best practice Agile development methodology. The contractor shall provide an Agile “playbook” type document based upon modeled behavior and corrections to current process that covers change management through full application lifecycle management. The outcome of this requirement is the installation of a best practice agile methodology staff can use in subsequent development efforts and to transfer knowledge of the source code developed for the mobile apps and API.

f. Training

The contractor shall provide end users with interactive tutorials/instructions and training materials on how to use the Apps. These tutorials/instructions and training materials shall be located in the App. The App shall require a first time user to go through the training before being able to use the app.

The solution shall provide users with online access to technical assistance.

g. Implementation

(1) The contractor shall be responsible for all activities to get the App reviewed, approved, and available for download from the Apple/play store for the Foster Parent App; and for implementing, deploying and updating the Case Worker App.

(2) The contractor shall provide weekly status briefing to the CA Technology Services Division Director or designee.

h. Delivery


Time is of the essence. The solution shall be delivered by June 30, 2016, however, this term could be extended in accordance with the terms of the contract.

i. CA Responsibilities

- (1) Collaborate with the contractor on the design, develop, and documentation of the web services, WSDL where applicable, and or open API for integration.
- (2) Work with contractor on the APIs for the Social Service Specialist and Foster Parent/Relative Caregiver Apps.
- (3) Act as Product Owners for the Apps.
- (4) Provide access to FamLink architecture, table structure, application logic, as necessary to drive the Mobile Apps implementations to success.
- (5) CA will review all services and deliverables to determine acceptability. If neither the services nor deliverables conform to the contract requirements.
- (6) Washington State standards, CA may require the Contractor to repeat these services at no increase in the contract amount.

Exhibit C

Performance Monitoring Report

PERFORMANCE MONITORING REPORT STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES				DSHS'S Contract Manager may complete Performance Monitoring Report at least annually and /or at the end of each project phase gate.		<input type="checkbox"/> Annual <input type="checkbox"/> Phase <input type="checkbox"/> Final	
PREPARED BY				PHONE NO.			
DATE PREPARED				E-MAIL			
CONTRACT NUMBER				CONTRACTOR'S NAME			
PERIOD PERFORMANCE MEASURED							
START DATE				END DATE			
SECTION 1 - RATINGS Please rate your experience by placing an "☑" in the appropriate column 1 (Did Not Meet Expectation), 2 (Met Expectation), 3 (Exceeded Expectation), or N/A (Not Applicable)						RATING <div style="display: flex; justify-content: space-around; font-weight: bold;"> N/A 1 2 3 </div>	
1. Performed statement of work/technical specification requirements to agency expectation						<input type="checkbox"/>	<input type="checkbox"/>
2. Performed technical work using approved standards, tools and methods						<input type="checkbox"/>	<input type="checkbox"/>
3. Contractor's overall expertise and use of effective project management skills						<input type="checkbox"/>	<input type="checkbox"/>
4. Performed work within project schedule						<input type="checkbox"/>	<input type="checkbox"/>
5. Performed work within project budget						<input type="checkbox"/>	<input type="checkbox"/>
6. Performed work in compliance with agency policies and procedures.						<input type="checkbox"/>	<input type="checkbox"/>
7. Demonstrated professional communications						<input type="checkbox"/>	<input type="checkbox"/>
8. Provided accurate and properly constituted invoicing						<input type="checkbox"/>	<input type="checkbox"/>
9. Provided timely response and resolution to any problem or issue						<input type="checkbox"/>	<input type="checkbox"/>
10. Overall satisfaction with the quality of contract work and conduct of the contractor						<input type="checkbox"/>	<input type="checkbox"/>
						YES	NO
11. Did Contractor complete all work (projects, deliverables, etc.) specified in the Contract/ Work Order?						<input type="checkbox"/>	<input type="checkbox"/>
12. Would you hire this Contractor again?						<input type="checkbox"/>	<input type="checkbox"/>
13. Would you recommend this Contractor?						<input type="checkbox"/>	<input type="checkbox"/>
SECTION 2 - DSHS'S NARRATIVE (Provide a brief description of the work performed)							
It is the purpose of this Contract to <u>(e.g., provide, obtain, etc.)</u>							
1.) THE CONTRACTOR WAS VERY GOOD IN THE FOLLOWING AREAS/SKILLS:							
2.) THE CONTRACTOR NEEDS IMPROVEMENT IN THE FOLLOWING AREAS/SKILLS:							
3.) PLEASE ELABORATE ON ANY AREAS IN SECTION 1 ABOVE WITH A RATING OF "1":							
4.) ADDITIONAL COMMENTS, IF ANY ON OVERALL PERFORMANCE OR OTHER APPLICABLE ISSUES:							
<i>(Attach additional sheets if necessary)</i>							
SECTION 3 - CONTRACTOR'S COMMENTS							
Brief comments/suggestions from the Contractor for DSHS' Contract Manager or DSHS management?							
<i>(Attach additional sheets if necessary)</i>							