DSHS WASHINGTON STATE Department of Social and Health Services	**CLIENT SERVICE CONTRACT** **WCF Home Delivered Meal Services**	DSHS Contract Number: Resulting From Solicitation Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.		Program Contract Number: Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS

DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE 1410XP-12
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No	ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT Fee For Service

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

☐ **Exhibits (specify):**

☒ **No Exhibits.**

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

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
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DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Draft - Please Do Not Sign		

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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 Contracts and Legal 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. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal 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 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

i. "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/.

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m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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 and Washington State Requirements.

a. **Applicable Law**. Throughout the performance of this Agreement, Contractor shall comply with all federal, state, and local laws, regulations, and executive orders to the extent they are applicable to this Agreement.

b. **Civil Rights and Nondiscrimination**. Contractor shall comply with all federal and state civil rights

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and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement**. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate**. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments**. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor no longer complies with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof. This is a requirement under Directive of the Governor 22-03.

e. **Reporting Certain Requests from the Federal Government or Law Enforcement Entities**. Contractor shall report to DSHS, within 24 hours, all non-routine requests from a law enforcement authority or federal agency for any of the following: (i) health care information, as defined in RCW 70.02.010, (ii) program eligibility information for individuals, or (iii) information that may identify a health care provider's or facilities delivery of health care services to noncitizens, or delivery of protected health care services as defined in RCW 7.115.010 (gender affirming treatment and reproductive health care services that are lawful in the state of Washington). This is a requirement under Chapter 424, Laws of 2025.

Examples of non-routine requests include surveys, requests for disclosure, subpoenas, and other mechanisms for obtaining data or information. Additionally, search warrants or other requests for disclosure are considered non-routine if they expressly seek data or information about services to noncitizens, gender affirming services, or reproductive health care services.

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:

(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.

Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(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

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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 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. **Digital Accessibility**. If this Contract includes the acquisition, procurement, development, modification or enhancement of public-facing digital content or tools; including websites, applications, and media (Covered Technology), the following requirements shall apply:

a. All Covered Technology under this Contract must meet Level AA compliances with Web Content Accessibility Guidelines (WCAG) 2.2.

b. Contractor shall validate compliance with this requirement through either a third-party accessibility validation report, a Vendor Product Accessibility Template (VPAT), or compliance review documentation.

c. Should the Covered Technology under this Contract fails to meet the required compliance level, the Contractor shall submit a remediation plan addressing all issues identified to the DSHS Contact identified on the cover page of this Contract. DSHS may immediately terminate this Contract by providing the Contractor written notice if the Contractor fails to timely remediate all issues identified.

8. **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.

9. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

10. **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.

11. **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.

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12. 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.

13. 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.

14. 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.

15. 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.

16. Survivability. The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; 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.

17. 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. At 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

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notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "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.

18. 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 CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

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

20. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

21. Health and Safety. Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.

22. Indemnification and Hold Harmless.

a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.

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

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

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24. 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.

25. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

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

27. 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 applicable requirements of 2 CFR Part 200, Subpart F, 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 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.

28. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days’ written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least sixty (60) calendar days’ written notice addressed to the DSHS Contact identified on Page 1 of this Contract. If the Contractor continues to provide services of the type provided by ALF’s, the termination will be subject to the requirements of Senate Bill 6807 (effective March 28, 2008), including the provisions prohibiting the discharge of residents who (1) were receiving Medicaid services on the day before the effective date of the Contractor’s withdrawal from the Medicaid program or (2) have paid privately for at least two years and become eligible for Medicaid within 180 days of the effective date of such withdrawal.

29. 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;

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b. Failed to protect the health or safety of any DSHS client pursuant to Section 19, Health and Safety, of this Contract;

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

d. Violated any applicable law or regulation.

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

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

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

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

c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in the Section titled "Ownership of Material" of this Contract. 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.

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

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

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33. 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 458-20-93 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.

34. Preventing Disruption of Adult Care, Mental Health, Addiction, Disability Support, or Youth Services Due to Labor Management Disputes and Employee Unrest.

Washington law requires that all services, direct or ancillary, for adult care, mental health, addiction, disability support, and youth services, be warranted by the Contractor providing those services against disruption. Contractor and DSHS agree that disruptions to these services such as strikes, walk-offs, sick-ins, slowdowns, or any other such action designed to pressure Contractor's management to meet labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

If this Contract includes adult care, mental health, addiction, disability support, or youth services, Contractor agrees to execute and maintain one or more of the following mandatory contractual commitments through the life of the Contract:

a. An agreement between the Contractor and any exclusive representative labor organization representing the employees performing the contracted services. This agreement must contain a provision prohibiting Economic or Industrial Action on the part of all parties. This agreement must also include a process for the resolution of disputes between them; or

b. An agreement between the Contractor and any labor organization seeking to represent the employees performing the contracted services. This agreement must contain a provision prohibiting the parties from causing, promoting, or encouraging Economic or Industrial Action, or other disruptive activity. This agreement must also include a process for resolution of disputes between parties.

Contractor must notify DSHS if it is unable to form a compliant agreement with a labor organization within 30 days of executing this Contract.

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the

required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

35. Mandatory Individual Arbitration and Class or Collective Action Waiver as a Condition of Employment.

a. "Mandatory Individual Arbitration Clause" or "Class or Collective Action Waiver" means an arbitration clause or waiver in an employment contract which precludes Contractor's employees from resolving employment disputes with their employer through class or collective proceedings in federal court. Instead, employees must bring individualized arbitration proceedings against their employer to resolve any employment disputes.

b. The Contractor, by signature to this Contract, certifies that the Contractor does not require Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.

c. Contractor must notify DSHS within ten (10) business days if, during the term of this Contract, Contractor requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver.

d. If Contractor, during the term of this contract, requires Contractor's employees to agree to, as a condition of employment, a Mandatory Individual Arbitration Clause or Class or Collective Action Waiver, DSHS reserves the right to terminate this contract, per the General Terms and Conditions Section regarding Termination for Convenience.

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Special Terms and Conditions

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

a. "Area Agency on Aging" or "AAA" means a local public or private agency with which DSHS contracts to provide eligibility determinations via assessment of WCF applicants and to manage contracts with providers of WCF services.

b. "Available Balance" means a Beneficiary's funds that have not been obligated or spent.

c. "Beneficiary" means an eligible beneficiary defined under RCW 50B.04.010, or their legal representative.

d. "Home-delivered meals" means a service that delivers nutritionally balanced meals to the beneficiary' home. Typical services include, but are not limited to, box meals, pre-packaged meals, and hot meals.

e. "Maximum Rate" means the highest amount that can be charged for a service or good, as established by rule, provided to an eligible beneficiary.

f. "Overpayment" means any payment to a Contractor that is more than that to which is entitled by law, rule, contract, or pre-authorization, including amounts in dispute.

g. "Pre-authorization" means the process and product of verifying and granting permission to provide an approved service or good to the Beneficiary at a rate agreed upon between the Contractor and Beneficiary. The pre-authorization constitutes a service agreement between the Beneficiary and the Contractor.

h. "ProviderOne" or "P1" means the system administered by Health Care Authority that is used for all pre-authorizations and claims for services provided to beneficiaries.

i. "Registered" means the provider has been approved by DSHS as eligible for payment to provide an approved service under WA Cares Fund.

j. "Usual, Customary, and Reasonable rate" means the following definitions:

(1) A usual rate means the fee usually charged, for a given service or good, by the long-term services and supports provider to a customer from the general public;

(2) A rate is customary when it is within the range of usual rates currently charged by another long-term services and supports provider of similar services, for the same service or good, within the same specific and limited geographical area; and

(3) A rate is reasonable when it meets the above two criteria and is justifiable, considering the unique circumstances of the Beneficiary.

k. "Vulnerable Adult" means an individual, as defined in RCW 74.34.020(21).

l. "WA Cares Fund" "WCF" means Washington State's long-term services and supports trust program.

m. "WCF Program Integrity" means the WCF staff that ensure all services are delivered as pre-authorized and per Contract, who can be contacted at: WCFProgramIntegrity@dshs.wa.gov.

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Special Terms and Conditions

2. Statement of Work

a. The geographic area in which the Contractor will provide the service(s) indicated below is . Contractor must serve the full county or counties for which they are contracting.

b. The Contractor shall:

(1) Only provide Home Delivered Meals as approved by the Beneficiary in the documented pre-authorization.

(2) Provide services, as approved by the Beneficiary, in a manner that supports their health and welfare.

(3) Be responsible for the entire delivery of agreed-upon services in accordance with federal, state, and local ordinances, statutes, and regulations.

(4) Deliver nutritionally balanced shelf-stable, box meals, prepackaged meals, hot or cold meals to the beneficiary's home.

(5) Home Delivered Meals may not exceed 3 meals per day.

3. Provider Qualifications

Contractor must, throughout the term of this contract, meet and maintain all the following qualifications:

a. Meet all Washington state laws to do business in the state (and city/county requirements, if applicable). This includes having all required business license(s), endorsement(s), credential and/or certification to provide the service, including but not limited to a food establishment permit, pursuant to chapter 43.20 RCW.

b. Comply with Chapter 246-215 WAC rules for Food Service by the Washington State Department of Health, as well as with all regulations for food service establishments from a local board of health.

c. Establish and maintain policies and procedures meeting the requirements of mandatory reporting procedures, as described in Chapter 74.34 RCW, relating to the protection of vulnerable adults, and as referenced in the Duty to Report section of this contract.

4. Billing and Payment.

a. DSHS will pay within the Contractor's usual, customary, and reasonable rate range up to the published maximum rate.

b. Payment for services must be at the rate approved by the Beneficiary.

c. The Contractor agrees to meet all the following requirements to request and receive payment from WCF:

(1) After verifying Available Balance, the Contractor creates a Pre-authorization in ProviderOne for the Beneficiary's review, including sales tax when applicable;

(a) If a Beneficiary does not have sufficient funds in their Available Balance, the Contractor will not be able to complete the pre-authorization.

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(2) Beneficiaries will have up to 30 calendar days to review and act on the pre-authorization.

(3) Once action is taken by the beneficiary the Contractor is notified by ProviderOne.

(4) If approved, the Contractor provides goods or services to the Beneficiary as pre-authorized and in accordance with all applicable laws and regulations; and

(5) The Contractor follows all billing requirements and submits the claim for payment in ProviderOne in accordance with the 60-day timely filing policy. Claims submitted after the 60-day deadline will be denied.

(6) When the Beneficiary has requested more than one good or service that is claimed using the same service code, the Contractor must itemize each good or service in the Comments section of the pre-authorization, including rate.

d. The Contractor accepts the WCF payment amount as sole and complete payment for the services provided under this Contract. The Contractor may accept direct payment by the Beneficiary if the Beneficiary elects to privately pay a portion of the agreed upon rate for the service, not to exceed the WCF maximum rate.

e. The Beneficiary's WCF benefit shall only pay the Contractor for services provided to the Beneficiary in accordance with this Contract's Statement of Work and the pre-authorization approved by the Beneficiary. If the Contractor bills and is paid for services that WCF later finds were (a) not delivered, or (b) not delivered in accordance with applicable standards, it will be identified as an Overpayment. WCF shall recover the fees for those services on behalf of the Beneficiary and the Contractor shall fully cooperate during recovery.

f. The Contractor is responsible for updating ProviderOne of any change in address.

g. The Contractor should factor transportation costs into the usual, customary, and reasonable rate for the area where the service is being delivered, not to exceed the maximum allowable rate. The Contractor shall not be reimbursed for mileage to, from, or between beneficiaries.

h. If this Contract is terminated for any reason, the Contractor shall claim only for services approved and provided through the date of termination.

5. Fraud

a. The Contractor shall report to WCF Program Integrity any suspected fraud, waste, or abuse involving the WCF program to the Department as soon as possible, but within ten (10) business days of discovery.

b. The Contractor shall cooperate with any investigation of potential fraud and abuse. The Contractor shall assist the Department and any other entity legally authorized to investigate fraud and abuse allegations.

c. The Contractor is expected to establish written policies and procedures for detecting and preventing fraud, waste, and abuse.

6. Contract Monitoring.

The Contractor shall, at no cost, provide reasonable access to the Contractor's place of business,

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Contractor's records, and Beneficiary WA Cares records, wherever located. These inspection rights are intended to allow DSHS 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.

7. Contractor Obligations.

a. Contractor must comply with all current rules, procedures, and documented requirements. If a Contractor identifies a discrepancy or requires clarification of existing requirements the Contractor should contact the WCF Program Integrity.

b. If the Contractor accepts employment with the State of Washington, the Contractor agrees to immediately notify WCF Program Integrity.

c. By signing this Contract, the Contractor certifies and provides assurances that the Contractor meets the Provider Qualifications and the Statement of Work, and that the Contractor has the ability and willingness to carry out the responsibilities as agreed upon with the Beneficiary and documented in the pre-authorization.

d. The Contractor shall contact the Beneficiary and WCF Program Integrity if at any time there are any concerns about the Contractor's ability to perform the responsibilities in the pre-authorization or under this Contract.

8. Administrative Remedies and Complaint Options.

a. Complaints

(1) When the Contractor disagrees with a determination made by DSHS or the AAA that is not governed by administrative remedies, the Contractor has the right to have the determination reviewed through WCF provider complaint resolution.

(2) Requests for review shall be made in writing to DSHS or the AAA within ten (10) business days of a determination or the written finding of the determination.

(3) A Contractor navigating the complaint resolution process is not barred from seeking administrative remedies at the same time.

b. Administrative Remedies.

(1) Contractor may appeal determinations taken by the department as described in WAC 388-116.

(2) Appeal processes for denials are governed by Chapter 34.05 RCW and WAC 388-116.

(3) Appeal processes for contract termination are governed by WAC 388-116.

(4) Contractor shall have thirty (30) calendar days from the date on the notice or determination to submit a request for an appeal.

9. Additional Beneficiary Rights.

a. In compliance with Title VI of the Civil Rights Act of 1964, and under RCW 2.42.010, RCW 2.43.010, RCW 74.04.025 and RCW 49.60.010, the Contractor is responsible to provide or arrange

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for language services to Beneficiaries with limited English proficiency (LEP). The Contractor shall ensure that their staff working with Beneficiaries with LEP can effectively communicate with them. When communicating in writing, the Contractor shall ensure that Beneficiaries have access to documents translated into the Beneficiary's primary language. The Contractor must not discriminate against individuals with LEP.

b. In compliance with the Americans with Disabilities Act (ADA) of 1990, under RCW 2.42.010 and RCW 49.60.010, the Contractor is responsible to provide or arrange for language services when working with a Beneficiary who is deaf, deaf-blind, or hard of hearing. The Contractor must provide language assistance services at no cost to Beneficiaries who are deaf, deaf-blind, or hard of hearing. The Contractor must not discriminate against individuals with any disability.

10. Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation. The Contractor and its employees must immediately report all instances of suspected abuse, abandonment, financial exploitation, or neglect of a Vulnerable Adult under RCW 74.34.035 or a child under RCW 26.44.030. The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM), or using an online form at: https://www.dshs.wa.gov/report-abuse-and-neglect. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency. For more information: https://www.dshs.wa.gov/altsa/home-and-community-services/report-concerns-involving-vulnerable-adults.

11. Death of a Beneficiary. The Contractor shall report the death of a Beneficiary receiving services under this Contract to WCF Benefits and Customer Care (833) 717-2273 or (844) CARE4WA (844-227-3492) within twenty-four (24) hours of finding out about the death.

12. Duty to Disclose Change in Ownership and Organizational Structure

a. At least sixty (60) calendar days before the effective date of a merger, acquisition, closure, or other change of ownership, or change of management of a facility, the current operating Contractor must provide written notification about the proposed change separately and in writing, to the Department, via WCF Program Integrity, and each Beneficiary receiving services from the Contractor.

(1) At least fifteen (15) calendar days before the completion date of a merger, acquisition, or other change in ownership, or change of management of a facility, the new Contractor entity must submit a Provider Application and complete a new Contract and Registration.

b. At least sixty (60) calendar days before the effective date of a change in address, the Contractor must provide written notification about the proposed change separately and in writing, to the Department, via WCF Program Integrity, and each Beneficiary receiving services from the Contractor.

(1) At least fifteen (15) calendar days before the change of address, the new Contractor entity must submit a Provider Application and complete a new Contract and Registration.

13. Background Check. The signatory for this Contract agrees to undergo and successfully complete a DSHS criminal background check conducted by DSHS or the AAA with each contract renewal, and as required under WAC 388-116. If the Contractor has owners, employees, or volunteers who may have unsupervised access to vulnerable adults while performing work under this Contract, the Contractor shall require those owners, employees, or volunteers to successfully complete a criminal background check prior to any unsupervised access and at least every two years. The Contractor must maintain documentation of successful completion of required background checks and make them available to

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DSHS or the AAA upon request.

14. Insurance.

The Contractor shall always comply with the following insurance requirements.

a. General Liability Insurance

The Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, written on an occurrence form, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $2,000,000; General Aggregate - $4,000,000. 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 (1) of the following three (3) general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $1,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

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 - $1,000,000. 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's.

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 - $1,000,000. 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 Beneficiaries, 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. 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

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its employees under such laws and regulations.

d. 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 Beneficiaries or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

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

f. 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.

(1) If such coverage is written on a claims-made basis, the following shall apply:

(a) The retroactive date must be shown on the policy and must be before the effective date of the Contract, or the beginning of Contract work, whichever is earlier.

(b) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy carrying a retroactive date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years following completion or termination of the Contract.

g. Area Agency on Aging (AAA)

In all instances where DSHS is required to be named as an additional insured or provided a waiver of subrogation, or provided notice of cancellation or renewal, all AAAs responsible for the area in which services under this contract are to be provided shall also be named as an additional insured, or provided waiver of subrogation, or provided notice of cancellation or renewal, as the case may be.

h. Separation of Insured's

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

i. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer or 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.

j. Evidence of Coverage

The Contractor shall upon request by the DSHS point of contact 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

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endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

k. 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.

l. 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.

m. 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. State Audit Requests. The Contractor is required to respond to State audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records to either State agency staff or their designee.

16. Drug-free Workplace. The Contractor agrees they and all employees or volunteers shall not use or be under the influence of alcohol, marijuana, illegal drugs, and/or any substances that impact the Contractor's ability to perform duties under this Contract.

17. Execution and Waiver. This Contract shall be binding on DSHS only upon Signature by DSHS with an authorized Countersignature. Contracting Officer or the Contracting Officer's designee has authority to waiver any provision of this Contract on behalf of DSHS. Contractor must be fully Registered with WCF prior to delivery of services.

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