



CLIENT SERVICE CONTRACT

WCF Housework and Errands

DSHS Contract Number:
Click here to enter text.
Resulting From Solicitation Number:
Click here to enter text.

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

Program Contract Number:
Click here to enter text.
Contractor Contract Number:

CONTRACTOR NAME Click here to enter text.		CONTRACTOR doing business as (DBA) Click here to enter text.	
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) Click here to enter text.	DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX Click here to enter text.	CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Click here to enter text.	DSHS DIVISION Click here to enter text.		DSHS CONTRACT CODE Click here to enter text.
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		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? Click here to enter text.		ASSISTANCE LISTING NUMBER(S) Click here to enter text.	
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.		CONTRACT MAXIMUM AMOUNT Click here to enter text.
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): <input checked="" type="checkbox"/> 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 Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

Additional General Terms and Conditions – Client Service Contracts:

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. "Maximum Rate" means the highest amount that can be charged for a service or good, as established by rule, provided to an eligible beneficiary.
 - e. "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.
 - f. "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.
 - g. "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.
 - h. "Registered" means the provider has been approved by DSHS as eligible for payment to provide an approved service under WA Cares Fund.
 - i. "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.
 - j. "Vulnerable Adult" means an individual, as defined in RCW 74.34.020(21).
 - k. "WA Cares Fund" "WCF" means Washington State's long-term services and supports trust program.
 - l. "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.
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.

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b. The Contractor shall:

- (1) Only provide Housework and/or Errands 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) The Contractor is responsible for providing any supplies, equipment, cleaning products, and tools needed for services provided in this Contract.

c. Housework services include:

- (1) Cleaning kitchens and bathrooms
- (2) Sweeping, vacuuming, and mopping floors
- (3) Dusting
- (4) Assistance with completing laundry tasks, whether onsite or at a laundromat
- (5) Changing bedding and making the bed
- (6) Cleaning ovens and refrigerators
- (7) Washing interior windows and walls of areas of the home used by the beneficiary
- (8) Keeping walkways, exits, and entrances free of clutter or hazard
- (9) Removing extreme clutter and garbage that may be causing health and safety issues
- (10) Cleaning behind and under major appliances such as refrigerators, dryers, washing machines, and ovens.

d. Excluded from Housework services:

- (1) Personal care tasks (bathing, grooming, dressing, etc.)
- (2) Yard work and exterior house cleaning or maintenance
- (3) Home repairs
- (4) Any task that requires skills not usual to performing household chores
- (5) Providing service to anyone other than the Beneficiary
- (6) Packing, rearranging furniture unless to support safe walkways through the home

e. Errands services include:

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- (1) Grocery shopping, grocery pick up
- (2) Local essential trips such as to the pharmacy and post office

f. Excluded from Errands:

- (1) Errands outside of a reasonable distance from the Beneficiary's residence, or trips that are non-essential
- (2) Providing service to anyone other than the Beneficiary

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.
- b. Have one (1) year of legally operating as a business, in the State of Washington, providing these services
- c. Be able to comply with Occupational Safety and Health Administration's standards for use of cleaning agents.
- d. 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.
 - (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

Special Terms and Conditions

- (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, 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.

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- 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 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

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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 DSHS or the AAA upon request.
- 14. Insurance.**

The Contractor shall always comply with the following insurance requirements.

 - a. General Liability Insurance

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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 - \$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 its employees under such laws and regulations.

d. Employees and Volunteers

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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.

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 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

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premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

I. 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 waive any provision of this Contract on behalf of DSHS. Contractor must be fully Registered with WCF prior to delivery of services.