

 Washington State Department of Social & Health Services <i>Transforming lives</i>	CLIENT SERVICE CONTRACT WCF Home Care Agency		DSHS Contract Number: 2512-60207 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 John J. Smith		CONTRACTOR doing business as (DBA) Smith, John J.	
CONTRACTOR ADDRESS 1234 12th Ave NE Junction City, WA 98333-3333		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 600-123-123	DSHS INDEX NUMBER 146175
CONTRACTOR CONTACT John Smith	CONTRACTOR TELEPHONE (360) 555-1212	CONTRACTOR FAX 	CONTRACTOR E-MAIL ADDRESS john@someemail.com
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Division of Home And Community Services		DSHS CONTRACT CODE 1411XP-12
DSHS CONTACT NAME AND TITLE Student One Contracts Manager		DSHS CONTACT ADDRESS 4500 10th Ave SE Lacey, WA 98504	
DSHS CONTACT TELEPHONE (888) 888-8888	DSHS CONTACT FAX (888) 888-8888	DSHS CONTACT E-MAIL ADDRESS eacdhelp@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBER(S)	
CONTRACT START DATE 10/30/2025	CONTRACT END DATE 10/31/2025	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 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 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/>.

DSHS General Terms and Conditions

- 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

DSHS General Terms and Conditions

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.**

DSHS General Terms and Conditions

- 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.
 - (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

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.

DSHS General Terms and Conditions

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.

DSHS General Terms and Conditions

- 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

DSHS General Terms and Conditions

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.

- 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.

DSHS General Terms and Conditions

- 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:
- 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;
 - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - Include a statement as to why the Contractor thinks the notice is incorrect; and
 - 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.**
- 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

DSHS General Terms and Conditions

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;

DSHS General Terms and Conditions

- 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.

DSHS General Terms and Conditions

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

DSHS General Terms and Conditions

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.

Special Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. “Activities of Daily Living” or “ADLs” means activities including the following: bathing, bed mobility, dressing, eating, locomotion, walking, toilet use, medication management, transfers, and personal hygiene as defined in WAC 388-106-0010 and WAC 388-116.
 - b. 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.
 - c. “Assistance” means help provided to the Beneficiary for the purpose of aiding them in the performance of tasks.
 - d. “Available Balance” means a Beneficiary’s funds that have not been obligated or spent.
 - e. “Back-up care” means substitute care for a beneficiary arranged by the agency’s administration when caregiving staff, aides, or health services cannot be provided as scheduled.
 - f. “Beneficiary” means an eligible beneficiary defined under RCW 50B.04.010, or their legal representative.
 - g. “Certified nursing assistant” means an individual certified as a nursing assistant under chapter 18.88A RCW.
 - h. “Certified home care aide” or “home care aide” means an individual credentialed under chapters 18.88B RCW and 246-980 WAC.
 - i. “Electronic visit verification” or “EVV” means a system under which visits conducted as part of personal care services are electronically verified with the respect to the: type of service performed, individual receiving the service, date of service, location where service begins and the location where service ends, individual providing the service, time service began, and the time service ended.
 - j. “Family Member” is broadly defined to include, but is not limited to, a spouse, parent, child, sibling, aunt, uncle, cousin, grandparent, grandchild, grandniece, or grandnephew, including such relatives when related through adoption or marriage or registered domestic partnership.
 - k. “Home Care Agency” means an in-home service agency licensed under Chapter 70.127 RCW that provides nonmedical personal care to individuals who are ill, disabled, aged, or vulnerable so they can remain in their residence.
 - l. “Home Care Agency Worker” means a long-term care worker or home care aide providing in-home personal care services through a home care agency.
 - m. “In-Home Personal Care” means assistance with activities of daily living and instrumental activities of daily living, respite care services, transportation, and other nonmedical services or delegated nursing tasks under RCW 18.79.260(3)(e) and provided to beneficiary in their private home.
 - n. “Labor rate” means the portion of the home care agency’s total rate that is used to compensate long-term care workers; it includes wages, benefits, and any associated taxes.

Special Terms and Conditions

- o. "Long-term care worker" means an individual providing hands-on personal care services to the elderly or persons with disabilities according to RCW 74.39A.009. A long-term care worker employed by a home care agency is either credentialed as a certified home care aide under chapters 18.88A RCW and 246-980 WAC.
- p. "Mandated Reporter" is an employee of DSHS; law enforcement officer; social worker; professional school personnel; individual provider; qualified family member; an employee of a facility; an operator of a facility; an employee of a social service, welfare, mental health, adult day health, adult day care, home health, home care, or hospice agency; county coroner or medical examiner; Christian Science practitioner; or health care provider subject to chapter 18.130 RCW.
- q. "Maximum Rate" means the highest amount that can be charged for a service or good, as established by rule, provided to an eligible beneficiary.
- r. "Nurse delegation" means the process, as described in RCW 18.79.260 (3)(e), WAC 246-840-910 through 246-840-970, and 246-980-130, a registered nurse takes to transfer the performance of selected nursing tasks in selected situations to competent nursing assistants or home care aides. The registered nurse delegating the task retains the responsibility and accountability for the nursing care of the beneficiary or patient. Except for the delegation of the administration of insulin by injection for the purpose of caring for individuals with diabetes, nurse delegation does not include delegating the administration of medications by injection, sterile procedures, and central line maintenance.
- s. "Overpayment" means any payment to a Contractor more than that to which is entitled by law, rule, contract, or pre-authorization, including amounts in dispute.
- t. "Personal Care Services" means physical and/or verbal assistance with ADLs and IADLs which are due to an individual's limitations.
- u. "Plan of care" means a written document based on assessment of individual needs that identifies services to meet these needs.
- v. "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.
- w. "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.
- x. "Registered" means the provider has been approved by DSHS as eligible for payment to provide an approved service under WA Cares Fund.
- y. "Registered nurse" means an individual licensed pursuant to chapter 18.79 RCW and meets the definition of registered nursing practice pursuant to RCW 18.79.040.
- z. "Registered nursing assistant" means an individual registered as a nursing assistant under chapter 18.88A RCW.
- aa. "Respite Care" means a short-term service that allows family caregivers time for self-care while the eligible beneficiary is cared for by an in-home service provider, or in the community by an adult day service provider, adult family home, assisted living facility, or nursing home.

Special Terms and Conditions

bb. "Supervision" means providing oversight of an individual to assure safety and well-being.

cc. "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.

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

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

ff. "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 [INSERT COUNTIES]. Contractor must serve the full county or counties for which they are contracting.
- b. The Contractor shall serve beneficiaries throughout the service area as defined in the Contract as well as evening, weekend and/or holiday service.
- c. The Contractor shall:
 - (1) Only provide in-home personal care, and/or respite care services, 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) Adhere to rules identified in 246-335-300 WAC through 246-335-455, and any subsequent requirements or successor rules.
 - (5) Develop its own home care agency plan of care with the Beneficiary, provided it meets Department of Health requirements (WAC 246-335-440).
 - (6) Allow the Beneficiary, if requested, to choose and direct the caregiver to perform specific tasks within their plan of care. The Beneficiary may also request assistance from the worker with an ADL/IADL task (listed in WAC 388-106-0010) not explicitly assigned to the paid caregiver. The caregiver may perform these tasks upon request.
 - (7) Employ a staff sufficient in size to ensure that beneficiaries receive services in a timely manner.

Special Terms and Conditions

The Contractor must ensure back-up care is available.

- (8) Develop the knowledge and capacity necessary to address the personal care needs of beneficiaries and to match their needs with the skills of assigned home care agency worker.
 - (a) The Contractor shall consider the beneficiary's input when assigning a home care agency worker.
 - (9) Ensure services are provided appropriately to the cultural context of the Beneficiary and in a manner consistent with protecting and promoting their dignity, health and welfare.
 - (10) Work to minimize changes in the home care agency workers assigned to a specific Beneficiary to maximize continuity of care.
 - (11) Provide to its home care agency workers identification that indicates they are employees of the Contractor. The identification must include the agency name and at least the home care agency worker's first name. The home care agency worker must also have some form of picture identification to show the beneficiary. The Contractor must have a system for collecting identification materials when the home care agency worker is no longer employed by the Contractor.
 - (12) Provide home care agency workers with personal protective equipment per WAC 246-335.
 - (13) Make available upon request any documentation that verifies the Beneficiary's plan of care is being followed and the contracted services provided.
 - (14) Conduct an initial home visit with the beneficiary, prior to beginning services in non-emergency situations, to determine in-home care service implementation based upon their care needs.
 - (15) Develop a method of assuring that its home care agency workers report to the Contractor whenever the scheduled service episode is not accomplished due to the beneficiary not participating. This includes but is not limited to hospitalizations, vacations, not answering the door, turning the home care agency worker away, etc.
 - (16) Ensure the supervisor from the Contractor providing services to beneficiaries is required to meet with the beneficiary in their place of residence at least once every six (6) months following the initial home visit. The purpose of the visits is to assure the plan of care is reviewed, accurate and meeting the beneficiary's needs.
- d. The Contractor is authorized to provide housework and errands, as detailed below:
- (1) The Contractor is responsible for providing any supplies, equipment, cleaning products, and tools needed for services provided in this Contract.
 - (2) Housework services include:
 - (a) Cleaning kitchens and bathrooms,
 - (b) Sweeping, vacuuming, and mopping floors,
 - (c) Dusting,

Special Terms and Conditions

- (d) Assistance with completing laundry tasks, whether onsite or at a laundromat,
 - (e) Changing bedding and making the bed,
 - (f) Cleaning ovens and refrigerators,
 - (g) Washing interior windows and walls of areas of the home used by the beneficiary,
 - (h) Keeping walkways, exits, and entrances free of clutter or hazard,
 - (i) Removing extreme clutter and garbage that may be causing health and safety issues, and
 - (j) Cleaning behind and under major appliances such as refrigerators, dryers, washing machines, and ovens.
- (3) Excluded from Housework services:
- (a) Personal care tasks (bathing, grooming, dressing, etc.),
 - (b) Yard work and exterior house cleaning or maintenance,
 - (c) Home repairs,
 - (d) Any task that requires skills not usual to performing household chores,
 - (e) Providing service to anyone other than the Beneficiary, and
 - (f) Packing, rearranging furniture unless to support safe walkways through the home
- (4) Errands services include:
- (a) Grocery shopping, grocery pick up
 - (b) Local essential trips such as to the pharmacy and post office
- (5) Excluded from errands:
- (a) Errands outside of a reasonable distance from the Beneficiary's residence, or trips that are non-essential
 - (b) Transporting the Beneficiary or their family member
 - (c) Providing service to anyone other than the Beneficiary
- (6) The Contractor is authorized to provide personal care services, as respite care services, as described below.
- (a) The Contractor shall ensure that they or their employees are able to:
 - i. Understand specific directions for providing the care the Beneficiary requires;
 - ii. Provide services within the scope of practice for their profession/skill level;

Special Terms and Conditions

- iii. Observe the Beneficiary for change in health status, including weakness, confusion, and loss of appetite;
 - iv. Identify problem situations and take appropriate action;
 - v. Respond to emergencies without direct supervision;
 - vi. Respect and consider the Beneficiary's individual differences and preferences when performing routine tasks in a culturally appropriate manner;
 - vii. Read, either directly or through an interpreter, understand, and implement the services authorized in the plan; and
 - viii. Communicate to convey and understand, either directly or through an interpreter, information required to implement the Beneficiary's services, caregiving, and verbal instructions.
- (b) Provide respite care services in the home or residence of the Beneficiary, the residence of the Beneficiary's family member or a WCF-contracted community setting.
 - (c) Respite care and supervision provided in-home or in WCF-contracted community settings for beneficiaries shall be consistent with the service permitted or required under the Contractor's state license and any relevant provisions of the Revised Code of Washington and the Washington Administrative Code.
 - (d) Conduct an assessment of the Beneficiary in keeping with the requirements of the Contractor's license.
 - (e) The Contractor shall provide services to each Beneficiary, including ADLs and IADLs, as outlined in supported documentation. This may be included in the written plans for the Beneficiary's support, such as a care agreement, service plan, delegation assessment, and/or behavior support plan.
 - (f) Respite care services include any personal care services and supervision that is needed.
 - (g) Provide services for specific dates and times for each respite episode, as determined by the Contractor and the legal or designated representative, as long as they fall within the approved pre-authorization for the month and year and within the authorized number of hours. Payment will be made only for those hours approved by the Beneficiary on the pre-authorization and provided by the out-of-home respite provider.
 - (h) Make arrangements with the legal or designated representative for emergency medical treatment should this become a necessity.
 - (i) Provide respite care services as documented in the Beneficiary's approved pre-authorization and any written plan referenced in 1.c of this section.
 - (j) Provide all identified and known support needs, including physical assistance, support and supervision to the beneficiary in daily routine activities, as necessary, and to prevent injury to the Beneficiary and to others.
 - (k) WA Cares Beneficiaries and their families shall not be requested or required to sign, in any

Special Terms and Conditions

form, a release of liability waiver for any services provided.

- (l) Administrative functions associated with service delivery are not billable as separate services that are included in the established rate schedule.

(7) In-home Nurse Delegation, if applicable:

- (a) The Contractor shall have a written policy regarding in-home provision of delegated nursing tasks which is an optional service that may be provided.
- (b) If the Contractor chooses to provide delegated nursing tasks it will ensure that home care agency workers receive state mandated nurse delegation training before nurse delegation can be implemented.
- (c) The Contractor not offering delegated in-home nursing tasks must have policies in place that describe how they respond to referrals that include in-home nurse delegation and how to coordinate care of current beneficiaries receiving in-home nurse delegation from another qualified provider.
- (d) All nurse delegation activities under this Contract must be documented. The beneficiary's documentation must be located in the beneficiary's place of residence. The delegating registered nurse must retain a duplicate copy of all documented work.
- (e) A nurse may delegate nursing care tasks at a home care agency only to registered or certified nursing assistants under chapter 18.88A RCW or home care aides certified under chapter 18.88B RCW.
 - i. Simple care tasks such as blood pressure monitoring, personal care service, diabetic insulin device set up, verbal verification of insulin dosage for sight-impaired individuals, or other tasks as defined by the Washington State Board of Nursing are exempted from this requirement.
 - ii. For nursing staff, Contractor will maintain all necessary licenses required by RCW 18.79.260 and WAC 246.840. Such licenses must remain in good standing without any substantiated complaints or sanctions during the Contract's period of performance.
- (f) Workers
 - i. Before beginning work for every beneficiary, the Contractor will review the beneficiary's plan of care with every assigned home care agency worker. The Contractor will attempt to provide in-person review of the plan of care with each home care agency worker and document the reason when an in-person review was not possible. Each home care agency worker will acknowledge with a signature and date that they have reviewed the beneficiary's plan of care, except an agency supervisor can sign and date for a substitute worker.
 - ii. Annual updates and all other changes to the plan of care will also be reviewed with the home care agency workers as soon as possible by telephone or in-person but at least within one (1) week of the beginning of any change in services impacting health and safety of beneficiary. The home care agency worker must sign an acknowledgement of orientation to plan of care within one calendar month of Contractor receiving the plan. The plan of care may be reviewed with both the beneficiary and the assigned home care

Special Terms and Conditions

agency workers at the initial home visit and subsequent supervisory home visits.

- iii. When specified in the beneficiary's plan of care, the Contractor's home care agency worker will accompany a beneficiary to medical appointments using public transportation, or insured private vehicle, provided the home care agency worker has a valid driver's license. Mileage reimbursement is built into the home care agency vendor rate.
- iv. The Contractor's home care agency worker will accompany a beneficiary for essential shopping or to support the beneficiary in their immediate community when personal care is needed to access the community integration when specifically listed in the beneficiaries care plan using 1) public transportation or 2) insured private vehicle, as outlined in the beneficiary's plan of care, provided the home care agency worker has a valid driver's license. Home care agencies may choose to create policy around transportation related to community integration.
- v. The Contractor will have policies and procedures ensuring proper handling of beneficiary funds when shopping is provided by the home care worker.
- vi. The Contractor shall employ supervisors for the program who have experience or on-the-job training in the provision of services to the elderly and/or disabled and have demonstrated ability to supervise staff. Supervisors shall provide ongoing support and oversight to home care agency workers and shall also provide consultation in areas relative to duties performed by home care agency workers. The Contractor must maintain an adequate number of supervisors to ensure and maintain quality services.
- vii. The Contractor shall develop a method for home care agency workers to have access to a supervisor during all times of service delivery. This includes weekends, holidays, and after-office hours.

(g) Labor rate

The Contractor shall pay long term care workers a labor rate that is at least 80% of the agency's total rate.

(h) Training

- i. Home care agency workers are considered long-term care workers and must meet the Home Care Aide or other qualifying credentialing requirements, (unless they meet the exemptions) RCW 18.88b, WAC 246-980 and WAC 388-71.
- ii. The Contractor shall ensure all home care agency workers who provide care to state funded beneficiaries are qualified to provide care, which requires assurance workers meet all required long-term care worker orientation, training, or certification requirements within specified timeframes. The Contractor shall not employ or continue to employ a home care agency worker who does not meet those requirements and will not be reimbursed for services provided by unqualified staff.
- iii. Contractor non-exempt home care agency workers are to be paid for time spent attending all required trainings. Exempt home care agency workers are paid for time spent attending required continuing education. Reimbursement for training will be based on an allocation of training costs across all the Contractor's applicable funding sources.

Special Terms and Conditions

- iv. Exemptions from obtaining a Home Care Aide certification can be found in WAC 246-980-025. Exemptions from the seventy-hour, thirty hour or twelve-hour basic training requirement can be found in WAC 388-71-0839. Exemptions from the continuing education requirements can be found in WAC 388-71-1001. Effective July 28, 2013, registered, advanced Registered Nurse Practitioner and Licensed Practical Nurses are exempt from the CE requirement.
- v. The Contractor may train their own home care agency workers if they contract with DSHS as a Community Instructor.
- vi. Nurse Delegation Training is required before a certified Home Care Aide, certified nursing assistant or a registered nursing assistant (if exempt from Home Care Aide credential due to employment history) can perform a delegated task.
 - (A) The nurse delegation special focus on diabetes training is supplemental training required for Contractor home care agency workers before performing the delegated task of insulin injections.
- vii. The Contractor shall ensure all supervisors complete ten (10) hours of training annually. Training shall include a combination of topics related to supervisory duties and topics related to the delivery of home care services. In-services, staff meetings and community venues including classes, conferences and seminars may be used for supervisory training. Training may also include supervisory responsibilities in the event of a natural and/or man-made disaster. Supervisors who provide personal care to agency beneficiaries and bill for personal care units must complete the same required training as direct care employees.
 - (A) New supervisors shall receive ongoing support and training which will apply to the annual supervisory training requirement. The Contractor shall develop and implement a training plan for all newly hired supervisors to include those supervisors lacking supervisory experience or experience working with vulnerable adults. Basic Training may be a part of the training plan.
 - (B) Written documentation of supervisory training will be kept in the supervisor's personnel file.
- (i) Substitute Home Care Agency Workers
 - i. The Contractor shall provide a substitute home care agency worker if the regularly scheduled home care agency worker fails to arrive at the beneficiary's home.
 - ii. The substitute shall arrive at the beneficiary's home within twenty-four (24) hours after the original home care agency worker was scheduled, unless otherwise agreed to by the beneficiary.
 - iii. If lack of immediate care would pose a serious threat to the health and welfare of the beneficiary, the substitute home care agency worker shall be available for service within four (4) hours.
 - iv. Beneficiary case records must reflect service attempts, beneficiary contacts regarding absence of regularly scheduled home care agency worker, and notations when substitute home care agency workers serve the beneficiary.

Special Terms and Conditions

- v. If the required shift starting time makes it impractical to conduct an in-person review of the plan of care with the substitute home care agency worker a telephone review between the substitute worker and an agency's supervisor may be completed.
- vi. The telephone review of the care plan must be documented in the beneficiary case record.
- (j) The Contractor shall develop a written plan of specific procedures to be followed in the event a beneficiary becomes ill, is injured, or dies while being served by the home care agency worker. The written plan shall include reporting and documentation of:
 - i. Details of actions taken;
 - ii. Identification of potential training needs; and
 - iii. Outcomes/evaluation.
- (k) The Contractor shall have a written plan for serving currently authorized beneficiaries during periods when normal services may be disrupted and how business operations will continue. This may include natural or manmade disasters/emergencies (significant power outages, earthquakes, floods, snowstorms, pandemic illness, etc.)
 - i. The plan needs to pay particular attention to those beneficiaries who are at most risk and include:
 - (A) Criteria used to identify those beneficiaries who are at most risk;
 - (B) Procedures to contact high risk beneficiaries and referral to first responders as needed;
 - (C) Emergency communication methods and procedures; and
 - (D) Communication procedures with DSHS/AAA to report operational status.
 - ii. The Contractor may coordinate service delivery with other service providers to mutually support the delivery of home care services and/or assess the welfare and well-being of high-risk beneficiaries during a natural and/or man-made disaster. Contractors may develop agreements with other service providers that include, but not be limited to:
 - (A) Provision of in-home care services to beneficiaries when the Contractor is unable to provide scheduled services;
 - (B) Shared office space;
 - (C) Shared communication technology and equipment;
 - (D) Shared resources including personnel; and
 - (E) Other administrative support as necessary to provide in-home care services to beneficiaries.
 - iii. The Contractor shall participate in coordination of Disaster/Emergency Response Plans

Special Terms and Conditions

with the AAA.

- iv. In the event of a natural or man-made disaster, the Contractor shall make reasonable efforts to contact all beneficiaries beginning with those who have been determined to be most at risk. The Contractor shall coordinate service delivery with emergency personnel and other agencies providing in-home care services to best meet the immediate and emergent needs of beneficiaries. Through the duration of the disaster the Contractor shall continue to contact beneficiaries at least weekly who have declined services to offer services and identify significant changes in condition.
- (l) The Contractor shall comply with Chapter 246-335 WAC, the Health Insurance Portability Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and other regulations regarding privacy and safeguarding of beneficiary health information. At a minimum, the Contractor shall maintain the following documentation, individually or combined:
 - i. Beneficiary's Home Plan of Care with schedule;
 - ii. Release of information, when there is evidence of information sharing outside of covered entity;
 - iii. Beneficiary consent to services;
 - iv. Progress notes related to delivery of services to the beneficiary. Progress notes, all beneficiary records and related records authored by the Contractor are to be kept in a legally acceptable manner. For paper progress notes this includes correction to the record with a single line through the error, noting the error, the date of correction and the signature or initials of the person correcting the record. Using white out to obscure original comments and use of pencil are not considered legally acceptable documentation. If electronic progress notes are kept, there must be a tamper-resistant means of recording when the note was entered (such as automatic date-stamping) and identifying the person making the note (such as individual user ID's and hardened passwords); notes may not be deleted or edited; corrections must note date and person making the correction;
 - v. Evidence of initial and six (6) month home visits; and
 - vi. All records related to EVV, alternative verification, or manual entry
- (m) Home Care Agency Worker Records
 - i. The Contractor shall maintain the following documentation for each home care agency worker:
 - (A) Employment application including experience and previous work history;
 - (B) Employment Eligibility Verification Form (I-9);
 - (C) Evidence of criminal background check compliance;
 - (D) Evidence of completion of legally required training and certification including orientation;

Special Terms and Conditions

- (E) Evidence of a valid driver's license for the correct state, if the worker transports beneficiaries.
- (F) Evidence of annual on-site observation of performance;
- (G) Signed and dated Mandated Reporter Acknowledgement;
- (H) Signed and dated Confidentiality Oath;
- (I) Evidence of review of Contractor Emergency Preparedness Plan; and
- (J) Signed and dated attestation form if not providing home care services to a family member.

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. Hold a valid in-home care service agency license issued by the Department of Health under Chapter 70.127 RCW for a minimum of three consecutive years' experience providing long-term services and support to in-home clients.
- c. Confirm that all employees and volunteers who use vehicles to transport beneficiaries have personal automobile insurance and current driver's licenses.
- d. Have no significant licensing deficiencies during the three-year period prior to registration. For purposes of this requirement, "significant" means deficiencies related to standards of care and beneficiary or beneficiary health and safety that result in enforcement action by the Department of Health.
- e. Use electronic visit verification to document in-home visits. Live-in caregivers are not required to document visits.
- f. 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. Conflict of Interest

- a. The Contractor shall establish guidelines, procedures, and safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, over and above their regular salary, for themselves or others in serving DSHS or AAA beneficiaries.
- b. Contractor employees shall not solicit work outside of the Home Care Agency Plan of Care and shall refer any additional work beneficiaries attempt to solicit from them to the home care agency supervisor. To protect and safeguard beneficiaries, written policies shall be developed that prohibit employees from involvement or assistance in a beneficiary's financial matters, including a policy

Special Terms and Conditions

prohibiting the acceptance of gifts, gratuities, or loans from beneficiaries.

- c. Violations of the Contractor conflict of interest policies shall be grounds for disciplinary action.

5. 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. ProviderOne service units are in 15-minute increments. When service minutes result in multiple 15-minute units, each shift that includes the remainder of minutes that are less than 15, shift rounding shall occur as follows for each beneficiary:
 - (1) When the remainder minutes for the shift are 8 or more, round to the next quarter hour.
 - (2) When the remainder minutes for the shift are 7 or less, round down to the previous quarter hour
- d. Services included in the rate include ADLs, IADLs, respite care, and nurse delegation for Home Care Agencies, per the plan of care developed by or with input from the beneficiary and within the scope of the long-term care worker's practice.
- e. Contractor's rates in WCF for in-home personal care services and/or respite care services cannot exceed the rates charged to any other customer (non-DSHS Beneficiary or general public) for the same service or good.
- f. 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
 - (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.
- g. The Contractor accepts the WCF payment amount as sole and complete payment for the services

Special Terms and Conditions

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.

- h. 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.
- i. The Contractor is responsible for updating ProviderOne of any change in address.
- j. 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.
- k. If this Contract is terminated for any reason, the Contractor shall claim only for services approved and provided through the date of termination.

6. 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.

7. 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.

8. 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

Special Terms and Conditions

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.

9. 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.

10. 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 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.

- 11. **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

Special Terms and Conditions

(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>.

- 12. 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.

13. 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.

- 14. 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.

15. 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, 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.

Special Terms and Conditions

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

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

Special Terms and Conditions

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 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

Special Terms and Conditions

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.

16. **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.
17. **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.
18. **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.