



DSHS Central Contracts

Indexing Cover Sheet

Contract #	2313-48585		
Doc Date	5-31-2023		
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Amendment # (if applicable)			
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Person Submitting Document	James O'Brien		

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AZBY



CLIENT SERVICE CONTRACT

Facility Temporary Nurse Staffing Services

DSHS Contract Number:
2313-48585
Resulting From Solicitation Number:

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

Program Contract Number:
Contractor Contract Number:

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
SHC Services, Inc.		Supplemental Health Care	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
6955 Union Park Center Drive Suite 400 Cottonwood Heights, UT 84047-4192		602-260-293	232210
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Melissa Evans	(469) 844-8908		Click here to enter text.
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Behavioral Health Administration	Division of State Hospitals	1000XC-13	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
Blessing Guillermo Contracts Manager		9601 Steilacoom Blvd Steilacoom, WA 98498-4798	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(253)756-2635	Click here to enter text.	blessing.guillermo1@dshs.wa.go	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		ASSISTANCE LISTING NUMBER(S)	
No			
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	
07/01/2023	06/30/2025	\$3,200,000.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A - Data Security Requirements Exhibit B-Rate Sheet; Exhibit C-Sample Assignment Letter <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
<i>Melissa R Evans</i>		MELISSA R. EVANS <i>REG'L BUSINESS DEVELOP DIRECTOR</i>	5/30/23
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
<i>James O'Brien</i>		James O'Brien, Contracts Counsel, DSHS	5.31.2023

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. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. 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 does not comply 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.

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
 - (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
 - (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

DSHS General Terms and Conditions

- (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
- (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
 - c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding 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. Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
- 8. 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.

DSHS General Terms and Conditions

9. **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.
10. **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.
11. **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.
12. **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.

13. **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.
14. **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.
15. **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.
16. **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.

DSHS General Terms and 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 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.

17. **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.
18. **COVID-19 Vaccination Requirements.** Contractor Staff who engage in work while physically present at a building, facility, jobsite, project site, unit, or other defined area owned, leased, occupied by, or controlled by DSHS must be fully vaccinated against COVID-19, unless a DSHS-approved exception exists, or Contractor has granted the Staff a DSHS-approved disability or religious accommodation. Contractor and Contractor Staff shall provide proof of such vaccination or accommodation upon request by DSHS. Contractor shall cooperate with any investigation or inquiry DSHS makes into Contractor's compliance with these requirements, including providing information and records to DSHS upon request, other than information or records that Contractor is prohibited by law from disclosing.

Contractor may request a copy of the requirements for full vaccination, acceptable methods of proof and DSHS-approved exceptions list from the DSHS Contract Manager listed on page one of this Contract.

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

DSHS General Terms and Conditions

- 21. 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.
- 22. 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.
- 23. Indemnification and Hold Harmless**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. 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
- 25. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.
 - e. 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.

DSHS General Terms and Conditions

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.

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, unless an exception to including a particular term or terms has been approved in advance by the CCLS Chief. Any failure of Contractor or its subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.

27. Subrecipients.

a. **General.** If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:

- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
- (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
- (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
- (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
- (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> 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:

DSHS General Terms and Conditions

- (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 thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

29. Termination for Default. The CCLS Chief may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client pursuant to the section entitled 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. 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.

DSHS General Terms and Conditions

- 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 services to a client, 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.
- 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 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
 - c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.
- 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

DSHS General Terms and Conditions

labor, workforce, or subcontractor demands ("Economic or Industrial Action") are covered under this warranty.

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

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

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

If services under this Contract are interrupted due to Contractor's failure to maintain one or more of the required contractual commitments listed above, DSHS may immediately terminate, suspend, or revoke this Contract for default, and arrange for the provision of services by other means. Contractor shall provide reimbursement of the actual costs to DSHS arising out of the inadequacy of the warranty provided by the Contractor.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Acceptance" or "Accepted" shall refer to a written commitment by a Facility to utilize a Contract Nurse Presented by the Contractor to fill an Assignment, subject to successful credentialing.
 - b. "Assignment" shall refer to the placement of a Contract Nurse at a Facility to provide Services as set forth in a Request to Fill Assignment.
 - c. "Authorized Designee" means an individual who is designated in writing by the person who is identified in this Contract to provide an approval or direction, to act on such person's behalf with regard to an approval or direction.
 - d. "Behavioral Health Administration" or "BHA" means the administration within DSHS that is responsible for operating the Facilities.
 - e. "Certified Nursing Assistant" or "CNA" or "Mental Health Technician" or "MHT" shall refer to Contract Nurse who provides Services under the direction of a Contract Nurse who is a registered nurse or a licensed practical nurse.
 - f. "Charge Nurse" shall refer to a non-supervisory role that may be assigned to a Contract Nurse that includes certain responsibilities as assigned by Nurse Leadership.
 - g. "Child Study and Treatment Center" or "CSTC" shall refer to the psychiatric hospital for children and youth located at 8805 Steilacoom Blvd SW, Lakewood, WA 98498.
 - h. "Client" or "Patient" means an individual who has been admitted to the Facility.
 - i. "Confirmation of Assignment" or "Confirmation" or "Confirmed" means Contractor's written confirmation of its commitment to fulfill an Assignment with a specific Contract Nurse following Facility's Acceptance of Contractor's Presentation of that Nurse.
 - j. "Contract Manager" means the individual identified as the DSHS Contact on page 1 of this Contract responsible for overall contract management, monitoring contractor performance, and payment authorization. As used in this Contract, the term "Contract Manager" shall include an Authorized Designee.
 - k. "Contractor" means the person or entity identified as the Contractor on page 1 of this Contract. As used in this Contract, "Contractor" shall include "Contract Nurse."
 - l. "Eastern State Hospital" or "ESH" means the adult psychiatric hospital located at 850 W. Maple Street, Medical Lake, WA 99022.
 - m. "Facility" means a Hospital or Residential Treatment Facility operated by the Behavioral Health Administration of DSHS that is requesting Services and shall include CSTC, ESH, FSCR and WSH.
 - n. "Facility Placement Officer" means the individual at the Facility assigned to coordinate the Assignment of a Contract Nurse with the Contractor on behalf of the Facility.
 - o. "Quantitative N95 Fit Testing" means a test conducted to determine the adequacy of N95 Respirator fit for the Contract Nurse.

Special Terms and Conditions

- p. "FSCRIP" means the Residential Treatment Facility (RTF) located in Building 27 on the campus of Western State Hospital which houses the Fort Steilacoom Competency Restoration Program.
 - q. "Licensed Practical Nurse", "LPN", "Psychiatric Security Nurse", or "PSN" shall refer to a person who is licensed as a licensed practical nurse under RCW 18.79 who has the knowledge, skill, and judgement necessary to carry out selected aspects of the designated nursing regimen under the direction and supervision of a licensed physician and surgeon, advanced registered nurse practitioner, or registered nurse.
 - r. "Nurse Leadership" shall mean RN3 or other individual at the Facility who is responsible for oversight of the professional practice of a Contract Nurse under Assignment. As used in this Contract, the term "Nurse Leadership" shall include an Authorized Designee.
 - s. "Nurse" or "Contract Nurse" shall mean a Registered Nurse, a Licensed Practical Nurse or a CNA/MHT who is employed by the Contractor and assigned to a Facility by the Contractor pursuant to this Contract. As used in this Contract, the term "Contract Nurse" shall include "Contractor."
 - t. "Present" or "Presentation" means a document transmitted by the Contractor to the Facility identifying the availability and qualifications of the Contract Nurse for Facility consideration in response to a Request to Fill Assignment.
 - u. "Registered Nurse" or "RN" means a person who holds a valid license to practice as a registered nurse in the State of Washington pursuant to RCW 18.79.
 - v. "Request to Fill Assignment" or "RFA" shall refer to the electronic communication by Facility to Contractor requesting that Contractor present Contract Nurses who meet the specific qualifications set forth on the RFA and who are available and willing to fill an Assignment during a specified period of time that is set forth on the RFA.
 - w. "Services" means the administrative services provided by the Contractor and the services engaged in by the Contract Nurse in fulfilling the terms of an Assignment.
 - x. "Western State Hospital" or "WSH" means an adult psychiatric hospital consisting of two centers of excellence, the Civil Center for civil patients and Gage Center for forensic patients. The Hospital is owned and operated by the State of Washington, DSHS/BHA, located at 9601 Steilacoom Blvd. SW, Lakewood, WA 98498.
2. **Purpose.** The purpose of this Contract is for the Contractor to assign its Contract Nurses to fill temporary nursing vacancies at the Facility.
3. **Contractor Requirements.** The Contractor shall meet the following requirements:
- a. **Licenses.** The Contractor represents, warrants, and covenants that it possesses and will maintain all licenses, permits and authorizations necessary to conduct its business within the state of Washington. Contractor shall ensure that all Contract Nurses assigned to Facility have a valid Washington State license to practice as a Registered Nurse or as a Licensed Practical Nurse, or have a valid WA State CNA certificate, as identified on the Request to Fill Assignment. CNA and/or Mental Health Technicians must have a valid CNA certificate as well as a high school diploma or GED. Contractor and its Contract Nurses shall maintain all licenses, registrations and certifications in good standing as required by federal, state, and local law or DSHS policy. The Contractor shall submit copies of all current licenses, registrations, certifications, any applicable immigration work authorizations, or any subsequent renewals or changes, to the Facility's Placement Officer prior to

Special Terms and Conditions

fulfillment of any Assignments.

- b. **Professional Training.** The Contractor shall ensure that all Accepted Contract Nurses have completed an approved nursing education program in compliance with chapter 18.79 RCW and 246-840 WAC.
- c. **Clinical Skills Assessment.** The Contractor shall submit a clinical skills assessment for all Contract Nurses who are Accepted by the Facility and Confirmed by the Contractor to the Facility Placement Officer prior to assigning a Nurse to provide Services under this Contract. The clinical skills assessment shall include a list of procedures the Contract Nurse is qualified to perform and shall be consistent with the level of professional skills allowed under the type of licensure or certification held by the Contract Nurse.
- d. **Pre-Assignment Screening.** The Contractor shall recruit, interview, screen, credential and ensure compliance with all requirements applicable to the Assignment of Contract Nurses to a Facility. This process shall include professional license or certification verification and employment history verification. The Contractor shall provide the Facility with a Contract Nurse profile that includes applicable Contract Nurse requirements to document and warrant that each Contract Nurse proposed to be placed at a Facility has the professional experience, licensure, education, and certifications (including CPR). Prior to assigning the Contract Nurse to provide Services, the Contractor and the Contract Nurse shall attest to the Nurse's compliance with the requirements of this Contract including, but not limited to, the clinical skills assessment, work history data, recent evaluation, current licensure, immunizations, BLS including CPR, and other required certifications.
 - (1) **Background Screening.** In addition to the DSHS Background Check described below, The Contractor shall perform, at its expense, criminal background checks and Office of Inspector General checks (as required in the Representation of Non-Exclusion section of this Agreement) on each Contract Nurse who will be assigned to a Facility. No Contract Nurses shall be placed at a Facility unless the Contract Nurse successfully passes both the Contractor and DSHS criminal background check. Prior to Assignment, the Contractor shall provide the Facility Placement Officer with the following:
 - (a) Confirmation that Contractor has performed a Background Check sufficient to identify the names and dates of criminal history from both the United States and other countries where the Contract Nurse has lived, including a query of county, federal and other agencies; a social security number trace; and a check of the nationwide sex offender registry.
 - (b) Confirmation of the individual Contract Nurse's identity, including a current photograph.
 - (c) Information regarding any professional malpractice or other tort settlements, judgements, arbitration awards or settlements concerning the Contract Nurse.
 - (d) The Contractor shall notify the Facility Placement Officer of any negative findings prior to Assignment. Contract Nurses with negative findings including felony convictions and drug possession related misdemeanor convictions are ineligible for Assignment to Facilities unless the Facility provides its express prior written consent to the Assignment.
 - (2) **DSHS Background Check.** Each Contract Nurse shall submit to a DSHS background check that is conducted in accordance with RCW 74.34.070, 74.34.020, 72.05, 43.20A.710 and 43.43.834, and chapter 388-700 WAC utilizing the DSHS online Background Check System.
- e. **Non-Disclosure of Confidential Information.** The Contractor shall require Contract Nurses to sign

Special Terms and Conditions

the DSHS Agreement on Nondisclosure of Confidential Information – Non-Employee, prior to their Assignments. Contractor shall provide a copy of this form to BHA upon request and shall maintain a copy of the signed form in its records. This form can be obtained here:

https://www.dshs.wa.gov/office-of-the-secretary/forms?field_number_value=&title=nondisclosure&=Apply.

- f. **Health Screening.** The Contractor shall comply with the health screening requirements as follows:
- (1) **Healthcare Screening Acknowledgment Form.** Prior to Assignment, each Contract Nurse shall sign a Healthcare Screening Acknowledgement form provided by the Facility to confirm compliance with the Facility healthcare screening requirements and immunization requirements. Contract Nurses shall provide documentation responsive to requests from Facility's Employee Health Department within twenty-four (24) hours of a request.
 - (2) **Proof of Documentation.** Upon request from the Facility Employee Health Department, each Contract Nurse shall provide documentation of a current TST (tuberculin skin test) or IGRA (Interferon Gamma Release Assay) within the past twelve (12) months. For a positive TST or IGRA, the Contract Nurse shall provide a chest x-ray and documentation of a TB Symptom Assessment and shall ensure that an annual TB Symptom Assessment documentation is provided thereafter. In addition, upon Facility request, the Contract Nurse shall submit proof of immunizations, Titers, or a signed declination for: Hepatitis B, MMR, Varicella (chickenpox), and Tdap. A current seasonal influenza vaccine is recommended.
 - (3) **COVID-19 Requirements.** All Contract Nurses must be fully vaccinated against COVID-19 and shall comply with any other mandatory COVID-19 safety measures required prior to providing services.
 - (4) **Quantitative N-95 Fit-Testing.** All Contract Nurses must complete the Facility's required Quantitative N95 Fit-Testing in accordance with Fit-Test provisions and procedures as outlined in WAC- 296-842-22010 and Facility requirements. Any required Fit-Test prescreening must be completed prior to issuance of a Confirmation of Assignment Letter. If prescreening renders a Contract Nurse ineligible, they will not qualify for a Facility Assignment. On-site Fit-Testing must be completed and passed by all Contract Nurses prior to providing Services. Any Contract Nurse that is unable to pass on-site Fit-Testing is ineligible to provide Services and the Assignment Letter shall be cancelled in accordance with Section 4.1.(4)c. and 4.1.(4)e.
- g. **Orientation.** All Contract Nurses under Assignment to Facility shall complete the Facility's required New Employee Orientation (NEO) or a customized orientation, as well as any other Facility Floor Orientation, which includes, but is not limited to, an overview of Facility policies, rules and code of conduct. Contract nurses must pass any applicable competency evaluations within thirty (30) days after orientation to continue to provide Services.
- h. **Crisis Prevention Institute (CPI) Certification or Equivalent.** The Facilities may require that all Contract Nurses be certified in crisis prevention training that encompasses the safe management of disruptive and assaultive behavior prior to Assignment. If crisis prevention certification is not required prior to Assignment, the Facility may require that the Contract Nurse attend crisis prevention training during the onboarding process at the Contractors expense.
- i. **Basic Life Support Certification.** Each Contract Nurse shall be certified in Basic Life Support (BLS) through an approved American Heart Association Program.
- j. **Knowledge and abilities.** The Contract Nurse shall demonstrate the following knowledge and

Special Terms and Conditions

abilities while providing Services to Facility Patients.

- (1) Knowledge of professional nursing principles and concepts, dynamics of interpersonal relationships, mental growth and development, and available community resources.
- (2) Ability to use nursing judgment and knowledge and work effectively with others.

4. **Statement of Work.** The Contractor shall provide the Services and Contract Nurses, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. **Contractor Responsibilities.**

- (1) The Contractor shall diligently recruit qualified Contract Nurses in accordance with Facility requirements.
- (2) As the employer of the Contract Nurses, the Contractor shall be responsible for hiring, firing, disciplining and general management of its Nurses in connection with any Assignment. The Contractor shall not be responsible for professional and clinical management of Patient care.
- (3) The Contractor's screening and credentialing processes shall comply with all federal and state occupational safety and health regulations, as well as all licensing and practice laws and regulations and primary source verification requirements. The Contractor shall address performance issues in order to protect Facility interests, the quality of care delivered by the Contract Nurses, and to protect against potential claims. Quality assurance issues addressed by the Contractor with Contract Nurses under Assignment shall be limited to job performance issues identified by Facility staff and shall not include any confidential or HIPAA-protected data.
- (4) The Contractor shall notify all Contract Nurses of their responsibility for maintaining and securing all State issued items.
 - (a) Contract Nurses shall return all Facility-issued items including keys and badges on the last scheduled day of Assignment or upon facility notification resulting from Assignment termination or suspension.
 - (b) If a Contract Nurse fails to comply with the above measure, the Contract Nurse has 2 business days from the last day of Service provided to return any state issued items.
 - (c) The Facility shall invoice the Contractor a non-refundable fee of \$500 for each instance or withhold the amount due from the next Contractor invoice. This provision shall survive expiration of an Assignment and shall survive the expiration or termination of this Agreement.

b. **Contract Nurse Responsibilities.**

- (1) Contract Nurses shall be required to work the full length of the Assignment.
- (2) Contract Nurses are responsible for timely submission of weekly time sheets to the Facility for approval and to the Contractor for use in submitting its invoices to Facility.
- (3) While performing Services under this Contract, the Contract Nurse agrees to present a professional image in grooming and attire. Attire shall not depict text or pictures with the following themes: sexual behavior, aggressive or violent behavior, alcohol, or drug use; prison,

Special Terms and Conditions

law enforcement, or unlawful behavior; racist or sexist innuendos; religious or political statements. All attire shall be in good repair. Clothing that is tight or revealing shall be considered inappropriate. Clothing, jewelry, or shoes that constitute a safety hazard are prohibited (for example, high-heeled shoes, dangling pierced earrings, chokers or long-looped necklaces, false nails, anything that might obscure vision, etc.) Contract Nurses shall not wear items of high sentimental or dollar value.

- (4) Contract Nurses under Assignment shall follow Facility policies regarding changes to assigned shift availability.
 - (5) Contract Nurses shall work a minimum of 36 hours per week in accordance with Section 6.b.(1) and 6.b.(2) below.
- c. **Contract Nurse Positions.** The following descriptions of duties shall apply to Contract Nurses in the applicable category unless the Facility provides an alternate written position description with its Request to Fill Assignment.

- (1) **RN2** –The RN2 is directly responsible for the oversight of Patient care and reports directly to the RN3 for the Assigned Ward. RN2s must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR). The RN2 shall work in a team environment consisting of RN, LPNs/PSNs and Mental Health Technicians/Patient Service Attendants. RN2s will also work with a multidisciplinary team, which consists of Psychiatrists, Social Workers, Psychologists or Psychologist Associates (forensic), and Medical Doctors. The Facility may provide an alternate written position description with a Request to Fill Assignment, in which case the position description that is provided shall govern the Assignment. Except as expressly stated to the contrary, all qualifications listed above for the RN2 position shall also be required with respect to persons assigned following the issuance of an alternate RN2 position description.

Except as set forth in an alternate position description provided with the Request to Fill Assignment, responsibilities of the RN2 include, but are not limited to, the following:

- (a) Serve as a Charge Nurse when assigned to fulfill this role;
- (b) Administer drugs, injections, and inoculations that comply with the Facility's medication policy manual;
- (c) Complete treatment and tests that comply with Physician Orders;
- (d) Handle phlebotomy and laboratory specimens;
- (e) Monitor and work with medically compromised and brittle diabetic Patients;
- (f) Provide observation, nursing diagnoses and therapeutic healthcare to Patients and teach Patients about health-related issues pertinent to nursing care and Patients' diagnoses;
- (g) Conduct nursing assessments (i.e., pain, fall, suicide, discharge), including nurse admission assessments, for new Patients;
- (h) Initiate and provide emergency medical treatment, including emergency response, first response, First Aid and Cardio-Pulmonary Resuscitation (CPR);

Special Terms and Conditions

- (i) Provide ongoing education, consultation, and monitoring of Patient healthcare, including sharing this information with each Patient's primary caregivers (physicians, physician assistants, ARNPs, nurses);
 - (j) Maintain an ongoing, updated healthcare plan for each Patient;
 - (k) Maintain a record of the specific dates and times all Services are provided;
 - (l) Provide oversight of inventory tracking and logging devices, sharps that create potential safety concerns, including syringes, hypodermic needles, razor blades, pens, pencils, or any other item that may come into contact with bodily fluids and can pierce the skin;
 - (m) Assist physicians, physician assistants, or ARNPs with running scheduled and non-scheduled clinics; and
 - (n) Assist with medical preparations for Patients' off-site medical appointment trips.
- (2) **LPN/PSN** –The primary function of the LPN/PSN is to administer medications and to communicate and comprehend (typically through oral and written forms of communication) and carry out directives. LPN/PSN must be competent in basic computer skills, including word processing and navigating a web browser in order to utilize the Electronic Health Record (EHR) and must be proficient in the use of the following equipment: weight scales, lifting devices, computer programs, thermometer, glucometer, blood pressure cuff, stethoscope, Pyxis machine and Medi-Mar computer program. Responsibilities include, but are not limited to, the following:
- (a) Administer medications and provide treatments as prescribed by the MD;
 - (b) Observe, report, and document changes in Patients' conditions;
 - (c) Complete routine treatments such as vital signs, height/weight, first aid, etc.;
 - (d) Directly assist Patients with activities of daily living;
 - (e) Safely, physically, and therapeutically intervene with Patients exhibiting high risk behaviors:
and
 - (f) Teach Patients about health-related issues pertinent to nursing care under direction of a Registered Nurse.
- (3) **CNA / MHT** – The CNA and/or MHT shall provide nursing care, under the direction of a Registered Nurse or LPN, to Patients with psychiatric and physical illness. Responsibilities include, but are not limited to, the following:
- (a) Provide direct nursing care such as monitoring Patient behavior and report observations to RN staff, while still maintaining and respecting Patient rights;
 - (b) Provide Patients with routine physical, emotional, psychological, or rehabilitative care while working with Patients in a therapeutic non-threatening manner under the direction of an RN or LPN. This shall include, but is not limited to, the following:
 - i. Collect specimens such as urine, feces, and saliva.

Special Terms and Conditions

- ii. Complete ward rounds and Patient census.
- iii. Use de-escalation skills emphasizing utilization of less restrictive interventions.
- iv. Safely, physically, and therapeutically intervene with Patients exhibiting high risk behaviors.
- v. Pursue and contain an escape risk.
- vi. Assist Patients while bathing, dressing, feeding, changing position, or transferring from bed to chair while, promoting Patient independence.
- vii. Record and maintain a record of Patient condition and activity including vital signs, eating habits, and behavior, and response to therapeutic interventions.

Facilities shall be responsible for providing Union notification prior to securing LPN or CNA/MHT Assignments.

- d. **Reporting Activities.** Contract Nurses shall conduct the following reporting activities including, but not limited to the following:
 - (1) Record assessments, treatments, procedures, nursing care plans, and other information related to Patient healthcare in each Patient's health record during the shift the Services were provided.
 - (2) Complete, sign, and submit time sheets to Nurse Leadership who will review and sign these time sheets, validating time worked. A signed copy shall be retained by Facility. The Contractor shall submit copies of approved weekly timesheets as backup documentation with each invoice. The contracted workweek is Sunday to Saturday.
 - (3) Attend meetings and trainings, as requested by Nurse Leadership and report, verbally or in writing, the status of Patient healthcare, treatment activities and plans, and any related problems or concerns that may arise.
- e. **Facility Requests to Fill Assignments.** The Facility shall notify the Contractor via email of Requests to Fill Assignments. Alternatively, the Facilities may request that the Contractor periodically check with the Facility regarding the Facility's requirements and confirm these requirements in writing prior to Presenting Contract Nurses to the Facilities. Requests to Fill Assignments issued by the Facility shall include:
 - (1) The type of Services needed;
 - (2) A projected start date for the proposed Assignment;
 - (3) Assignment period and hours of Services to be provided;
 - (4) Any minimum qualifications;
 - (5) Any rate and cost limitations applicable to the Assignment, in addition to those set forth on **Exhibit B, Rate Sheet**, including any applicable amendments; and
 - (6) The date by which Presentations of Contract Nurse(s) must be submitted, after which the Request to Fill Assignments shall be considered to have expired.

Special Terms and Conditions

- f. **RFA Not Exclusive.** Requests to Fill Assignments may be transmitted to multiple contractors. Issuance of a Request to Fill Assignment does not grant Contractor any preference or guarantee Contractor's Presentation shall be Accepted by Facility.
- g. **Contractor Presentation of Contract Nurses.** In response to a Request to Fill an Assignment, the Contractor shall email Presentations of Contract Nurses to the Facility with the words "Presentation of Contract Nurse" on the subject line. Each Presentation shall pertain to only one Contract Nurse. Contractor shall use its best efforts to present to the Facility only Contract Nurses who are qualified, available, and willing to accept an Assignment as requested by a Facility.
- h. **Facility Acknowledgement of Presentation.**
 - (1) Facility shall inform the Contractor by email, within ten (10) business days following receipt of Presentation if Contract Nurse is already known to the Facility.
 - (2) Facility shall notify the Contractor by email, within five (5) business days following receipt of Presentation, unless a later Acceptance is agreed upon by the parties, if Assignment of Confirmation Letter shall proceed.
- i. **Invalid Presentations.** A Contract Nurse who is not qualified, not available, and/or unwilling to fill a specified Assignment provided by the Facility or who is presented after the RFA deadline shall not be considered a valid Presentation under this Contract.
- j. **Confirmation of Assignment.** Upon receipt of Facility email notification to proceed with Assignment, Contractor shall email a formal Confirmation of Assignment Letter to the Facility Placement Officer with copy to the Contract Manager within five (5) business days.
 - (1) The Confirmation of Assignment Letter shall include:
 - (a) Company Name;
 - (b) Date Confirmation of Assignment Letter Created;
 - (c) Facility Name & Placement Officer;
 - (d) Specify if New Confirmation of Assignment Letter or Confirmation Letter Extension;
 - (e) Contracted Nurse Name;
 - (f) Professional designation furnishing Services under this Contract;
 - (g) Assignment Location (where clinically qualified as determined by Facility)
 - (h) Assignment Start Date;
 - (i) Assignment End Date;
 - (j) Schedule and Assignment hours (lunch is unpaid);
 - (k) Any Requested Days Off;
 - (l) The fully burdened Hourly Rate and OT Rate for the Assignment;

Special Terms and Conditions

- (m) Acknowledgement that Contracted Nurse has read and understands Contract Nurse Responsibilities and Contract Nurse Position Description; and
 - (n) Acknowledgement that Contracted Nurse is an employee of the Contractor as of the effective start date of Assignment and/or Extension.
- (2) Upon signature by both parties, the Confirmation of Assignment Letter shall be considered Confirmed and in effect. Confirmed Confirmation of Assignment Letters must be cancelled in accordance with Section 4.I below.
 - (3) Both parties may agree to continue an Assignment after the dates set forth on the Confirmed Confirmation of Assignment Letter. Upon signature by both parties, the Continuation of an Assignment Letter shall be considered valid and in effect. Confirmed Confirmation of Assignment Extension Letters must be cancelled in accordance with Section 4.I. below.
 - (4) If a conflict arises between more than one contractor concerning a Contract Nurse presentation for a pending or active Assignment or Assignment Extension, the Facility shall notify both Contractors. The Contractor(s) shall provide the Facility with documentation, signed by the Contract Nurse in question, confirming employment status for the pending and/or active assignment period.
 - (5) Only one Confirmation of Assignment Letter or Confirmation of Assignment Extension Letter concerning a Contract Nurse shall be valid during the term of a Confirmed Assignment.
 - (6) Confirmed Assignments or Assignment Extensions must be cancelled in accordance with Section 4.I below prior to issuance or modification of a new Assignment or Assignment Extension.
 - (7) A sample Confirmation of Assignment Letter is attached to this Contract as **Exhibit C**.
- k. **Failure to Confirm Assignment.** If the Contractor fails to provide a Confirmation following an Acceptance by the Facility within the applicable five (5) business day period, the Contractor's Presentation of the Contract Nurse and the Facility's Acceptance may, at the Facility's option, be voided. However, the parties may agree to proceed with the Assignment despite a late Confirmation of Assignment by Contractor.
- l. **Cancellation of an Assignment.** One or both parties may, under certain circumstances, cancel an Assignment that has been Accepted and Confirmed as set forth in these Special Terms and Conditions upon written notice communicated by email to other party through its designated representative. All Confirmed Assignments are binding on both parties, subject to the following cancellation and modification provisions.
- (1) The Facility may cancel an Assignment as a result of an unsatisfactory background check or other screening procedure conducted on the Presented Contract Nurse. In this event, no payment shall be due the Contractor with regard to the cancelled Assignment. The Facility shall provide the Contractor or the Contract Nurse with information regarding the results of such screenings, as authorized in writing by the Contract Nurse.
 - (2) The Facility may cancel an Assignment if a Contract Nurse is not granted privileges required for an Assignment or does not meet the Facility's minimum credentialing requirements, in which event no payment shall be due to the Contractor with regard to the cancelled Assignment. If requested by the Contractor, the Facility will provide documentation evidencing that the

Special Terms and Conditions

Presented Contract Nurse did not meet Facility's credentialing requirements or was not granted privileges, as authorized in writing by the Contract Nurse.

- (3) The Facility and the Contractor agree that if a Contract Nurse attends Facility orientation and is not granted privileges or does not meet the Facility's minimum credentialing requirements, no payment shall be due the Contractor with regard to the canceled Assignment.
- (4) The Facility may cancel an Assignment due to performance issues involving a Contract Nurse that include, but not be limited to, the following:
 - (a) Intentional or unintentional dereliction of duties;
 - (b) Gross negligence;
 - (c) Contract Nurse is unqualified or unable to perform essential functions of the Assignment;
 - (d) Disruptive behaviors which violate the Facility's code of conduct policy;
 - (e) Violation of Facility policies or rule; and
 - (f) Restriction or loss of clinical privileges.
 - (g) Facility's investigation has not been completed within 2 weeks following the suspension.

The Facility shall provide written notification to the Contractor providing the basis for cancellation of Assignment. The Facility may provide an opportunity for the Contractor to counsel the Contract Nurse and for the Contract Nurse to correct any deficiencies at the Facility's sole discretion.

If a Facility suspends a Contract Nurse and the Facility's investigation has not completed within 2 weeks following the suspension, the Assignment shall be cancelled. No payment shall be due the Contractor during the period of suspension. In lieu of cancellation and at the request of the Facility, the Contractor shall attempt to replace such Contract Nurse. Should a satisfactory replacement not be presented, the Facility will not be obligated to pay for any uncompleted portion of the Assignment or for any other costs or fees.

- (5) Either party may cancel a Confirmed Assignment in writing via email with a two (2) week notice.
- (6) If the Contractor cancels a Confirmed Assignment with less than a two (2) weeks' notice, the Contractor shall exercise best efforts to present a replacement to fill the requested Assignment in a manner that avoids a disruption of Services under this Assignment. Should the Facility identify a replacement from another Staffing Agency before the Contractor presents an acceptable replacement, the Contractor shall discontinue its efforts to present a replacement to the Facility. In such event, no payment shall be due from either party.
- (7) If a Contract Nurse does not complete an Assignment after the Assignment has started, the Facility shall only pay Contractor for the days the Contract Nurse worked in accordance with the rates set forth on the Confirmation of Assignment Letter and will not be responsible for any other charges. At Facility's request, the Contractor shall exercise best efforts to Present a replacement to complete the Assignment within thirty (30) days. Should the Facility identify a replacement from another contractor before the Contractor Presents an acceptable replacement, the Contractor shall discontinue its efforts to present a replacement to the Facility.

Special Terms and Conditions

In such event, no payment shall be due from either party.

- (8) If a Contract Nurse cancels without two (2) weeks' notice within the first six (6) weeks of Assignment, upon written request the Contractor shall reimburse the Facility for two (2) weeks of orientation.
- (9) In accordance with state of Washington non-compete provisions (RCW 49.62.030), if a Contract Nurse changes contractors after completing an Assignment, the Facility may issue a new Assignment with said Nurse presented by another contractor, in accordance with Section 4.j.(4) above. In addition, the Facility is not a party to and is not bound by any non-compete agreements between the Contractor and the Contract Nurse, including non-compete agreements that fall outside the scope of RCW 49.62.030. There is no business expectancy beyond an individual Assignment.

5. **Performance Tracking; Performance and Outcome Measures.** The Contract Manager shall track and evaluate Contractor's performance based upon some or all of the Service requirements set forth in Section 4, Statement of Work. In addition, the Contractor's performance may be reviewed based upon the following outcome measures:
 - a. The timeliness of Contractor's Services;
 - b. The quality of the Contractor's Services based upon any feedback received from Clients and Facility personnel;
 - c. The quality of the Contractor's Services based upon the timeliness, thoroughness and responsiveness to Facility requirements as set forth in any reports required to be submitted under this Contract; and
 - d. If applicable to this Contract, the Contractor's efforts to assist Clients with behavioral health conditions to avoid involvement in the criminal justice system.
6. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the Services under this Contract is up to the maximum amount set forth on page 1 of this Contract, or on page 1 of the most recent amendment hereto, if applicable, and shall include any and all expenses.
 - a. **Rates payable to Contractor.** Consideration shall be payable in accordance with the applicable hourly rates on the Acceptance and Confirmation of the applicable Contract Nurse, subject to the Rates set forth in **Exhibit B** and the actual hours of scheduled Services provided by the Contract Nurse. No additional compensation shall be payable when Contract Nurse serves as a Charge Nurse. The parties may agree to the application of a lower rate than is shown on **Exhibit B**.
 - b. **Payment Limitations.**
 - (1) The Contractor shall not be entitled to payment for the hours Contract Nurses spend traveling to or from the Facilities, hours worked in excess of scheduled shift without Supervisor authorization, or hours scheduled but not worked by Contract Nurse.
 - (2) The Facility reserves the right to modify Contract Nurse schedules, which may include but not be limited to the day, time, and location of shift(s). However, if the Facility does not maintain the scheduled 36-hour work week minimum as referenced above in Section 4.b(5), the Contractor shall be entitled to payment for the hours under 36 within the Contract Nurses' scheduled work week. This provision excludes unfulfilled hours as referenced above in Section 6.b(1) and below

Special Terms and Conditions

in 6.b(4).

- (3) The Contractor acknowledges that Facility shall not be responsible for payment of holidays or vacations, sick, disability benefits, insurance, pensions, retirement plan contributions, or any other benefits offered by the Contractor for its employees, or the state of Washington for its employees.
 - (4) No Shift Differential Rates, Weekend Rates, Weekend Call Rates, Callback Hour Rates or Holiday Premium Rates, and no sick time are payable under this Contract.
- c. **Hourly Rates Inclusive of Expenses.** The hourly rates on the Acceptance and Confirmation and on Exhibit B shall be inclusive of all expenses incurred by the Contract Nurse in connection with an Assignment including, but not limited to:
- (1) Licensure fees;
 - (2) Travel;
 - (3) Lodging; and
 - (4) Per Diem meal expenses.
- d. **Contractor Employer Obligations.** Contractor shall be the employer of its Contract Nurses. Any classification by Contractor of Nurses as independent contractors shall be invalid. Failure to withhold all applicable payroll taxes and any failure to maintain required insurance with respect to Contract Nurses shall not relieve Contractor of its responsibilities under this Contract and shall constitute a material breach of this Contract.

The Contractor agrees to be responsible for paying, withholding, and transmitting payroll and payroll taxes; making unemployment contributions; and for handling unemployment and workers' compensation claims involving Contract Nurses. The Contractor will indemnify and hold the state of Washington and its agencies and Facilities harmless from any and all liability arising as a result of the Contractor's failure to make any such payments or withholdings. At the request of the Facility, the Contractor shall provide evidence of payment.

- e. **Compensation Payable to Contract Nurses.** The compensation paid to Contract Nurses by the Contractor shall be the exclusive compensation payable to Contract Nurses for the provision of Services while on Assignment under this Contract. The Contractor agrees to compensate each Contract Nurse in accordance with the approved time sheet. The Contractor shall report any discrepancies to the Contract Manager for resolution.
- f. **Overtime Rate.** Any requests for additional shifts or shift changes not included in the Assignment that result in overtime must have pre-approval from Nurse Leadership and will only be utilized when no other alternative is available. Overtime shall apply when Contract Nurses deliver Services in excess of forty (40) hours within the Facility workweek (12:01 am Sunday – midnight Saturday).
- (1) The Contractor shall be entitled to invoice the Facility for approved overtime hours at a premium rate equal to 150% of the rate that is otherwise applicable.
 - (2) Overtime rates shall not be payable for hours which do not exceed forty (40) hours of Service in a week (Sunday-Saturday).

Special Terms and Conditions

- g. **Permanent Placement Fee.** A Permanent Placement Fee shall be payable to the Contractor if one of the following occurs:
- (1) A Contract Nurse is the subject of a valid Presentation and accepts permanent employment with the Facility within six (6) months or less than 27 weeks of the date Presented; or
 - (2) A Contracted Nurse is under Assignment at the Facility and accepts permanent employment with the Facility within six (6) months or less than 27 weeks of the initial Assignment date.
 - (3) Permanent Placement Fees shall be the exclusive compensation owed to Contractor if a Contract Nurse elects to become employed by a BHA Facility. Contractor agrees that it shall not enter into or enforce any non-compete provisions in its agreements with Contract Nurses that require Contract Nurses to make payment to Contractor if they accept employment with a BHA Facility, in accordance with RCW 49.62.030. Contract Nurses shall be third party beneficiaries of this provision.
 - (4) Permanent Placement Fee shall not be due if Contract Nurse is already known to the BHA Facility at the time Presented. In the event a Permanent Placement Fee is payable, the Facility agrees to pay the Permanent Placement Fee as set forth in **Exhibit B**. Payment of The Permanent Placement Fee is due and payable to Contractor within thirty (30) days of the Contract Nurse's hire date with the Facility.

7. Billing and Payment.

- a. **Invoice System.** The Contractor shall submit detailed invoices no later than fifteen (15) calendar days following the month in which the Assignment begins. Consideration for Services rendered shall be payable upon receipt and acceptance by the BHA Facility Contract Manager of properly completed invoices submitted to the BHA Facility Contract Manager listed in Section 8, with a copy to the following email addresses, as applicable:

For WSH, CSTC and FSCR: CBS3Institution-Fiscal@dshs.wa.gov

For ESH: esh.eshaccountingcibsemail@dshs.wa.gov

Invoices shall describe and document to DSHS' satisfaction the name of Contract Nurse, date(s) of Services provided, location of Assignment, wards worked, hours worked during billing period per ward, total hours worked, clear identification of regular Assignment hours and any approved extended time, the DSHS Contract Number, and Contractor contact.

- b. **Invoices for Assignments commenced under prior Contracts.** In the event a Contract Nurse is fulfilling an Assignment at a Facility that was initiated under a prior Contract, the terms of this Contract shall apply to an Assignment that continues during the term of this Contract, with the exception of the fully burdened rates from the previous contract, unless the parties agree to a new Confirmation of Assignment Letter, which once Confirmed sets forth the new terms under this Contract.
- c. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on Page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for Services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract. Interest will accrue on any amounts which are not paid within thirty (30) days of receipt and acceptance at a rate of one (1%) per month as prescribed in

Special Terms and Conditions

RCW 39.76.011.

- d. **Duplication of Payment.** The Contractor shall ensure that Services billed are not duplicative of any Services charged to the State of Washington under any other contract or agreement.

8. **Communications.** All communications between the Contractor and the Facility, with respect to Requests to Fill Assignments, Presentations of Contract Nurses, and Acceptances and Confirmations of Assignment shall be sent via email between the Contractor Representative and the appropriate Facility representative(s) or alternate representative(s) as designated in writing by either party.

For Contractor:

Alicia Vacanti, Associate Client Services Manager
Email: avacanti@shccares.com / Phone: 716-256-2784

For WSH

DSHS Contract Manager:
Blessing Guillermo, Contracts Compliance Manager
Email: Blessing.guillermo1@dshs.wa.gov / Phone: 253-756-2635

Primary Facility Placement Officer:
Alice Kreiger, RN3, WSH Nursing Administration
Email: alice.kreiger@dshs.wa.gov

For CSTC:

DSHS Contract Manager:
Katie Bartell, Interim Contract Manager
Email: katherine.bartell@dshs.wa.gov / Phone: 253-761-3353

Primary Facility Placement Officer:
Erik Logan, Director of Nursing
Email: erik.logan@dshs.wa.gov / Phone: 253-761-7556

For FSCR:

DSHS Contract Manager / Primary Facility Placement Officer:
Susan Copeland, Director, Forensic Residential Treatment Facilities
Email: susan.copeland@dshs.wa.gov / Phone: 360-999-7678

For ESH

DSHS Contract Manager:
Dana Martin, Contracts Specialist
Email: Dana.Martin@dshs.wa.gov / Phone: 509-565-4301

Primary Facility Placement Officer:
Jasmina Alagic, Staffing & Operations Administrator
Email: jasmina.alagic@dshs.wa.gov / Phone: 509-565-4056

Alternate Facility Placement Officer:
Megan Rail, Business Support Manager
Email: megan.rail@dshs.wa.gov / Phone: 509-565-4687 X4831

The parties may request that additional persons be copied on such emails. However, communications

Special Terms and Conditions

to or from persons other than the designated Contractor and Facility Representatives as identified above shall not be considered valid and binding upon the parties.

9. **Insurance.** The Contractor shall comply with and maintain all insurance requirements as listed below. Failure to maintain sufficient coverage shall not relieve the contractor of their duty of indemnification.
- a. **General Liability Insurance.** The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, 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 insured's.**
 - b. **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.
 - c. **Workers' Compensation.** The Contractor shall comply with all applicable Workers' 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 Workers' 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 clients or deliver services have personal automobile insurance and current driver's licenses.
 - e. **Subcontractors.** The Contractor shall ensure that all subcontractors, if allowed under this contract, have, and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.
 - f. **Separation of Insureds.** All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.
 - g. **Insurers.** The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.
 - h. **Evidence of Coverage.**
 - (1) The Contractor shall upon request by DSHS, submit a copy of the current policy.
 - (2) The Contractor shall, submit a copy of a current Certificate of Insurance (COI) and additional insured endorsement for each coverage required of the Contractor under this Contract prior to providing Service. 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

Special Terms and Conditions

that each subcontractor maintains insurance as required by the Contract.

Certificate Holder shall be listed as follows:

DSHS – BHA Contracts
PO Box 45050
Olympia, WA 98504-5050

Do Not Transmit COI's or COI renewals via US Mail. Transmit all COIs, endorsements, and/or COI renewals to the following email address: bhacontracts@dshs.wa.gov, with the DSHS contract number and if applicable, the Facility on the email subject line.

- i. **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.
 - j. **General.** By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
- 10. Health Insurance Portability and Accountability Act of 1996 (HIPAA).** The Contractor has been determined by both parties not to be a Business Associate of the Department as a result of its performance under this Contract. However, if in carrying out its Services, its insurance obligations hereunder, or risk management activities, the Contractor must receive or request Client information, then the Contractor shall first execute a Business Associate Agreement with the Department.
- 11. Access to Books and Records.** If this Contract is for the provision of Services with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, then until the expiration of four (4) years after the furnishing of any Services pursuant to this Agreement, Contractor shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or from the United States Comptroller General, or any of their duly authorized representatives, this Contract and such books, documents and records that are necessary to certify the nature and the extent of the reasonable cost of Services. If Contractor enters into an agreement with any related organization to provide Services pursuant to this Agreement with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, such agreement shall contain a clause identical in content to the first sentence of this paragraph. This paragraph shall be of force and effect only to the extent required by 42 U.S.C. § 1395x(v)(1)(I).
- 12. Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13. Disputes.** the Contractor may request resolution of a dispute in accordance with the following dispute resolution process:
- a. Contract disputes shall be resolved at the lowest organizational level possible in which the Contractor shall submit a written request for resolution directly to the Contract Manager, as applicable. The request must include the following information:
 - (1) The Contractor's name, address, phone number.

Special Terms and Conditions

- (2) The Contract number.
 - (3) Identification and description of the issue(s) in dispute.
 - (4) A statement describing the Contractor's position on the issue in dispute, including any documentation that supports this position.
- b. The Contractor's request for dispute resolution must be mailed to the DSHS address listed on the front of this Contract within ten (10) days after the Contractor could reasonably be expected to have knowledge of the issue in dispute.
 - c. The Contract Manager shall review the dispute resolution request and issue a written response to the Contractor within thirty (30) days of receiving the written request.
 - d. Items not eligible for dispute include the amount of any rates set by law, regulation, or DSHS policy.

Except for those items of dispute that fall under RCW 43.20.B.675, Revenue recovery for the Department of Health and Social Services, the dispute resolution process described above is the sole administrative remedy available under this Contract.

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (<http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>).
 - b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.
 - c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.
 - d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (<https://www.irs.gov/pub/irs-pdf/p1075.pdf>); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.
 - e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.
 - f. "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.
 - g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.
 - h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

Special Terms and Conditions

- i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.
 - j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.
 - k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.
 - l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.
 - m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.
 - n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.
 - o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: <https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure>, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.
3. **Administrative Controls.** The Contractor must have the following controls in place:

Special Terms and Conditions

- a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.
 - b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.
 - c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.
- 4. Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:
- a. Have documented policies and procedures governing access to systems with the shared Data.
 - b. Restrict access through administrative, physical, and technical controls to authorized staff.
 - c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.
 - d. Ensure that only authorized users are capable of accessing the Data.
 - e. Ensure that an employee's access to the Data is removed immediately:
 - (1) Upon suspected compromise of the user credentials.
 - (2) When their employment, or the contract under which the Data is made available to them, is terminated.
 - (3) When they no longer need access to the Data to fulfill the requirements of the contract.
 - f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.
 - g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:
 - (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.
 - (2) That a password does not contain a user's name, logon ID, or any form of their full name.
 - (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.
 - (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

Special Terms and Conditions

- h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:
 - (1) Ensuring mitigations applied to the system don't allow end-user modification.
 - (2) Not allowing the use of dial-up connections.
 - (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.
 - (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.
 - (5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.
 - (6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.
 - i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:
 - (1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor
 - (2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)
 - (3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)
 - j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:
 - (1) Be a minimum of six alphanumeric characters.
 - (2) Contain at least three unique character classes (upper case, lower case, letter, number).
 - (3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.
 - k. Render the device unusable after a maximum of 10 failed logon attempts.
5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
- a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID

Special Terms and Conditions

and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

- c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**

- (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

Special Terms and Conditions

- (a) Encrypt the Data.
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.
 - (d) Apply administrative and physical security controls to Portable Devices and Portable Media by:
 - i. Keeping them in a Secure Area when not in use.
 - ii. Using check-in/check-out procedures when they are shared, and
 - iii. Taking frequent inventories.
- (2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.
- h. Data stored for backup purposes.**
- (1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
 - (2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.
- i. Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:
- (1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:
 - (a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.
 - (b) The Data will be Encrypted while within the Contractor network.
 - (c) The Data will remain Encrypted during transmission to the Cloud.

Special Terms and Conditions

- (d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.
- (e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.
- (f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.
- (g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

- (a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,
- (b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

- a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.
- b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.
- c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.
- d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
 - (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
 - (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
 - (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

Special Terms and Conditions

- (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

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

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

Special Terms and Conditions

Exhibit B- Rate Sheet

EFFECTIVE 7/1/2023

Nursing Positions	Fully Burdened Hourly Rates (includes travel, mileage, lodging, per diem)
Registered Nurse 2 with psychiatric nurse experience	\$135
LPN/PSN with psychiatric nurse experience	\$90
CNA/MHT with experience	\$60

*Note: The above rates cover all Services. No additional charges of Shift Differential Rates, Weekend Rates, Weekend Call Rates, Callback Hour Rates, Holiday Premium Rates or Sick Days are allowed. Overtime Rates are payable only as specified in Special Terms and Conditions.

Placement Fee: Period of time following either the initial Date of Assignment or Date of Presentation, whichever is earliest.	\$ 15,000 0 to 3 months (1-13 weeks) \$ 10,000 3+ to 6 months (14-26 weeks) No Fee 6+ months (27+ weeks)
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Special Terms and Conditions

Exhibit C- Sample Assignment Letter

Insert Co. Logo
Here

Contractor Name
Contractor Address
City State zip
Phone:
Fax:

ASSIGNMENT CONFIRMATION LETTER

NEW or EXTENSION

Facility Name:

Order ID: unique identifier **Booking ID:**

Placement Officer:

Contact Email:

Work Location:

Billing Email:

Position: RN

Contract Nurse: Sue Jones

Recruiting Consultant: Mary Smith

Assignment Start Date: 1/2/2023

Date Confirmation Created: 1/2/23

Assignment End Date: 4/3/2023

Phone #

Rate: RN \$135 LPN \$90 CNA \$60

Overtime Rate: RN \$202.50 LPN \$135 CNA \$90

For hours worked over 40 hours in a work week (Sunday – Saturday)

Schedule: Insert Schedule / Hours identified by Facility

(Note: lunch is unpaid and scheduled hours shall not drop below 36 hours per week)

Assignment Location: Where clinically qualified

Acknowledgement: Provider has been added to company's Malpractice Insurance

Requested Time Off Date(s): Sue Jones will be taking vacation from 2/15/23 – 2/21/23

Notes:

By signing, Contractor confirms that the specific details of this Assignment have been conveyed to the Contracted Nurse and that the Contracted Nurse is an employee and/or subcontractor of the Contractor as of the effective start date of Assignment and has read and understands the Contract Nurse Responsibilities and the Contract Nurse position description as identified in the DSHS Contract that governs this Assignment Confirmation Letter.

FOR COMPANY: _____

FOR HOSPITAL: _____

Approved by: _____

Approved by: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____