



CLIENT SERVICE CONTRACT

DSHS Contract Number:
1312-66502
Resulting From Solicitation Number:

ESH Nursing Services-RN

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)	
MAXIM HEALTHCARE SERVICES, INC.		Maxim Staffing Solutions	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
7227 Lee DeForest Dr		601-407-644	2178
Columbia, MD 21046-			
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Bryant Moshang	(410) 953-8358	(410) 953-8358	bryant@maxhealth.com
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
Aging and Disability Services Administration	Mental Health Systems	1000XC-12	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
John Lystad Chief Financial Officer		P.O. Box 800 Medical Lake, WA 99022-0800	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
(509) 565-4252	(509) 565-4203	John.Lystad@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
N			
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	
02/01/2013	01/31/2015	\$0.00	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Data Security: Exhibit A - Data Security Requirements <input checked="" type="checkbox"/> Exhibits (specify): Exhibit A, Rate Schedule; Exhibit B, Contractor Nondisclosure of Confidential Information form, DSHS 03-374B <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
		Bryant Moshang, Controller	1/29/13
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
		Stephanie S. Endler, Contracts Manager ADSA/DBHR Contracts	1-29-13

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
 - m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

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

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

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

4. **Billing Limitations.**

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
- b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
- c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

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

6. **Confidentiality.**

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

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- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.

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 five (5) business days of discovery. Contractor must also take actions to mitigate the risk of loss

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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 promptly notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, 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.

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15. **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, 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.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Contracts Administrator or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Client Service Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **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.
20. **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.
21. **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.
22. **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

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collect from the Contractor.

- 23. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- a. Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - b. Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - c. Include a statement as to why the Contractor thinks the notice is incorrect; and
 - d. Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

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

25. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133 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 OMB Circular A-133 audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with any future amendments to OMB Circular A-133 and any successor or replacement

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Circular or regulation;

- (6) Comply with the applicable requirements of either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122), and any successor or replacement Circular or regulation; and
- (7) 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 <http://www.ojp.usdoj.gov/about/ocr/statutes.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 \$500,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in OMB Circular A-133, 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 OMB Circular A-133, prepare a "Summary Schedule of Prior Audit Findings."
- 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 either 2 CFR, Part 225 (OMB Circular A-87) or 2 CFR, Part 230 (OMB Circular A-122).

26. 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.

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

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

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

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- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

29. 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.

30. 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.

31. 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

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account with the Department of Revenue. Refer to WAC 458-20-93 and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.

- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "APU" or "Adult Psychiatric Unit" means assigned wards for the treatment of adults aged 18-54 years old for severe and/or chronic mental illness who have been civilly committed to ESH.
 - b. "Eastern State Hospital" or "ESH" means a psychiatric hospital owned and operated by the State of Washington, DSHS, Aging and Disability Services Administration (ADSA), Mental Health Services (MHS), situated at 850 Maple & 1451 West Maple, Medical Lake, WA, 99022.
 - c. "FSU" or "Forensic Services Unit" means assigned wards for individuals who are being evaluated for competency and sanity or have been criminally committed as Not Guilty by Reason of Insanity to ESH.
 - d. "GPU" or "Geriatric Psychiatric Unit" means assigned wards for the treatment of adults age of 55 years and older for severe and/or chronic mental illness who have been civilly committed to ESH.
 - e. "HMH" or "Habilitation Mental Health Program" means the ward for individuals age 18 and older that have been diagnosed with a developmental disability and a mental illness that have been either criminally or civilly committed to ESH.
 - f. "MHS" means the DSHS, Mental Health Systems, and its employees and authorized agents.
 - g. "Patient" means any or all individuals admitted to the care of ESH as an inpatient.
 - h. "Licensed Health Care Provider," per RCW 48.46, means any health professional, hospital, or other institution, organization, or person that furnishes any health care services and is licensed or otherwise authorized to furnish such services.
 - i. "Registered Nurse" or "RN," per RCW 18.79, means a person who holds a valid license to practice as a registered nurse in the State of Washington.
2. **Purpose.** The purpose of this Contract is for the Contractor to provide the nursing services described below in Section 3, Performance Work Statement, for ESH Patients who are in need of medical treatment as prescribed by a Licensed Health Care Provider. The Contractor shall be a Registered Nurse (RN) and shall monitor the health care needs of ESH Patients to ensure the provision of necessary health care services.
3. **Performance Work Statement.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. **Contractor Qualifications.**
 - (1) **Licensing Requirement.** The Contractor shall have a valid Washington State license to practice nursing pursuant to RCW 18.79.030 and WAC 246-840 and shall maintain all licenses, registrations and certifications as required by federal, state, and local law or DSHS policy. The Contractor shall submit copies of all relevant licenses, registrations, and certifications to the ESH Nurse Executive or authorized designee prior to providing any services to any ESH patient, *as well as at anytime these are renewed or changes are made.*
 - (2) **Professional training.** Completion of an approved nursing education program pursuant to RCW 18.79 and WAC 246-840.
 - (3) **ACLS.** The Contractor shall have and maintain current Advanced Cardiac Life Support

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certification (ACLS) and provide such certification to the ESH Nurse Executive or authorized designee prior to providing services under this Contract, **as well as anytime this certification is renewed.**

- (4) **Clinical skills assessment.** The Contractor shall submit a clinical skills assessment to the ESH Nurse Executive or authorized designee prior to providing services under this Contract. The clinical skills assessment shall include a list of nursing procedures the Contractor is qualified to perform and the level of nursing skills allowed under the type of credentials held by the Contractor (i.e. license to practice as an RN).
 - (5) **Tuberculosis screening.** The Contractor shall provide proof of a current TB screening (obtained within the past year) to the ESH Nurse Executive or authorized designee prior to providing services to ESH Patients.
- b. **ESH Training.** The Contractor shall complete four (4) days of ESH Nursing Orientation before providing any services to ESH Patients.
- c. **Knowledge and abilities.** The Contractor shall demonstrate the following knowledge and abilities while providing services to ESH 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.
- d. **Services to be provided.** The Contractor shall provide, but not be limited to providing, the following services to ESH Patients:
- (1) Nursing services, as prescribed by a physician, physician's assistant, or an advanced registered nurse practitioner (ARNP);
 - (2) Administration of drugs, injections, inoculations, treatment and tests;
 - (3) Handling phlebotomy and laboratory specimens;
 - (4) Monitoring and working with insulin-dependent Patients;
 - (5) Providing observation, nursing diagnoses, therapeutic healthcare to Patients, and teaching Patients about health-related issues pertinent to nursing care and Patients' diagnoses;
 - (6) Conducting nursing assessments, including nurse admission assessments for new Patients;
 - (7) Initiating and providing emergency medical treatment, including emergency response, first response, First Aid and Cardio-Pulmonary Resuscitation (CPR);
 - (8) Ongoing Patient healthcare education, consultation about, and monitoring of Patient healthcare, including sharing this information with each Patients' primary caregivers (physicians, physician assistants, ARNPs, nurses);
 - (9) Maintaining an ongoing, updated healthcare plan for each Patient;
 - (10) Maintaining a record of the specific dates and times all services are provided.
 - (11) Tracking inventory and logging controlled devices, including syringes, hypodermic needles,

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razor blades, biopsy needles, or any other item that may come into contact with bodily fluids and can pierce the skin;

(12) Assisting physicians, physician assistants, or ARNPs with running scheduled and non-scheduled clinics; and

(13) Assisting with medical preparations for Patients' off-site medical appointment trips.

e. **Reporting Activities.** The Contractor shall conduct the following reporting activities:

(1) Record assessments, Patient healthcare, treatments, procedures, nursing care plans, and other information related to Patient healthcare in each Patient's health chart within 24 hours of providing services.

(2) Complete, sign, and submit daily Hospital sign-in sheets to the Central Nursing Office Staffing Coordinator or authorized designee, itemizing hours for each regular service period and any overtime hours worked. Each individual providing service under this Contract must complete and sign his or her individual sign-in sheet. Sign-in sheets shall be provided by ESH. The Contractor shall submit weekly sign-in sheets to ESH in addition to and separate from the monthly payment invoices, as described below in Section 5.a., Invoice System. These must be reviewed and signed by the ESH Nurse Executive or authorized designee.

(3) Attend meetings and training, as requested by the ESH Nurse Executive or authorized designee, and report, verbally or in writing, the status of Patient healthcare, treatment activities and plans, and any related problems or concerns that may arise.

f. **Request for Personnel.** The Contractor shall provide services to ESH patients as scheduled by the Nurse Executive or authorized designee and mutually agreed upon by the Contractor, subject to the service hours detailed in Exhibit A, Rate Schedule, attached hereto and incorporated herein by this reference. ESH will request registered nurses at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. Emergency requests for RN services with less than 24 hours advanced notice will be negotiated between ESH and contractor if RN's are available. All information regarding reporting time and assignment will be provided to contractor by ESH at the time of the initial request for Personnel.

g. **ESH Change or Cancellation of Request.** ESH will notify contractor of any schedule changes or cancellations a minimum of two hours prior to the start of the scheduled shift. If ESH fails to notify the contractor less than two hours prior to the start of a shift, Maxim Healthcare will bill ESH for two hours at the established fee for each scheduled Personnel. Contractor will be responsible for contacting Maxim personnel prior to reporting time.

h. **Contractor Cancellation .** The Contractor shall notify the ESH Nurse Executive or authorized designee of any necessary cancellations no less than eight hours before the shift is scheduled to begin. Any substitution of scheduled Contract staff must be approved in advance by the SCC health services administrator or authorized designee.

i. **Services authorized as needed.** The ESH Nurse Executive or authorized designee shall request services from the Contractor on an as needed basis. This Contract does not obligate ESH to authorize services from the Contractor.

j. **New Staff.** Any new staff hired by the Contractor for the purposes of providing services under this Contract must receive prior written approval from the ESH Nurse Executive or authorized designee.

k. **Terms of Placement.** In the event an RN position is available and an RN working for the contractor

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applies and is offered and accepts employment at the hospital. ESH shall give the Contractor a ninety (90) day advance notice of its intention and shall continue using the Contract staff's services for up to forty (40) hours per week throughout the notice period.

- l. **Return of ESH Property.** Upon termination of this Contract or the services of any Contract staff, the Contractor shall return to the ESH Nurse Executive or designee any name badges or other property issued by ESH.
- m. **Attire.** While performing services under this Contract, the Contractor 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, 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 is prohibited, e.g. high-heeled shoes, dangling pierced earrings, choker or long-looped necklaces, anything that might obscure vision, etc. The Contractor agrees to not wear items of high sentimental or dollar value.

4. **Consideration.** Total consideration payable to Contractor by ESH for satisfactory performance of the work under this Contract is fee for service – no maximum, including any and all expenses specified as allowed under this Contract and approved by the ESH Nurse Executive or authorized designee. Payment is contingent on successful and timely execution of the services and other deliverables stated in Special Terms and Conditions Section 3, Performance Work Statement, and shall be based on the rates set forth in Exhibit B, Rate Schedule.

5. Billing and Payment.

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to **Eastern State Hospital, Attn. Accounts Payable, PO Box 800, Medical Lake, WA 99022-0800** by the Contractor not more often than Semi-Monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by **Eastern State Hospital Accounting Department** of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (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.

6. **Background Checks.** The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834, RCW 43.20A.710 and WAC 388-06 has been completed through DSHS for all current employees, volunteers, and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors who may have unsupervised access to Patients served under this Contract. The Contractor shall assist in obtaining additional state or national criminal history, if requested by DSHS. The Contractor shall ensure that no employee, volunteer or subcontractor, including those provisionally hired pursuant to RCW 43.43.832(7), has unsupervised access to Patients served under this Contract, until a full and satisfactory background check is completed and documentation, qualifying the individual for unsupervised access, is returned to the Contractor. Contractors shall submit a DSHS background authorization form directly to ESH, Attention: CNO, to the DSHS address listed on page 1 of this Contract for each individual sent to provide services at ESH.

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7. **Insurance.** The Contractor shall at all times comply with the following insurance requirements:

a. **General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. ***The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.***

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

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

or

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

b. **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. **Worker's Compensation**

The Contractor must secure the payment of industrial insurance benefits with the Department of Labor and Industries for anyone engaging in direct client care or service under this contract, including electing coverage under RCW 51.12.110 for anyone for whom coverage is not mandated

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under Title 51 RCW. The Contractor must comply with all applicable health and safety laws and regulations. DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or by anyone for whom the contractor is required to secure coverage.

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

If subcontracting is specified as allowed under the Special Terms and Conditions of this Contract, the Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. Separation of Insured's

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

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

In the event subcontracting is specified as allowed under this Contract, via formal written amendment, the Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give DSHS Enterprise Risk Management Office; 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

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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.

EXHIBIT A Rate Schedule

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a. **Fees for service.** The fees for service shall not exceed the maximum hourly rates below:

RATES & Service Periods	RN –APU	RN-GPU/HMH	RN-FSU	Orientation
Weekday Rate	\$56.00/hr	\$56.00/hr	\$59.00/hr	\$28.00/hr
Weekend Rate	\$56.00/hr	\$56.00/hr	\$59.00/hr	N/A

Unless otherwise approved by the ESH Central Nursing or authorized designee, each service period shall be 8.5 hours in duration, which includes an unpaid thirty (30) minute meal break. Weekend service periods shall be those that occur between 11: 00 p.m. Friday and ending at 7:00 a.m. Monday. All remaining service periods shall be Weekday service periods. The work week starts on Sunday and ends on Saturday.

b. **Orientation.**

- (1) The fee for service for employee orientation shall be paid as stated in the table above. If the contractor personnel during orientation or after completion of orientation decline to provide service to ESH, Maxim Healthcare will reimburse ESH all fees charged for that personnel's attendance at orientation.

c. **Overtime.**

- (1) Overtime shall be paid at one-hundred-fifty (150) percent of the regular hourly rates listed above in Section 4.a., Fees for Service. Overtime is calculated for all hours worked in excess of forty (40) hours per week. For example, payment for 42 hours worked in one week during weekday hours by a Contract RN would be calculated as follows:

$$(40 \times \$56.00) = \$2,240; (2 \times \$84.00) = \$168; \$2,240 + \$168 = \underline{\$2,408.00}$$

- (2) The Contractor shall not work overtime without prior approval from the ESH Nurse Executive or authorized designee.

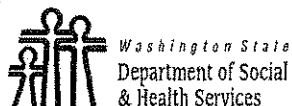
c. **Holidays.** Holiday rates shall be calculated at one-hundred-fifty percent (150%) of the regular rates listed above in Section a., Fees for Service. Holiday rates shall apply for work performed on the following holidays, during the shifts/service periods specified:

- (1) New Year's Eve, 3:00 p.m. – 12 midnight.
- (2) New Year's Day, all service periods.
- (3) Martin Luther King Jr. Day, all service periods.
- (4) President's Day, all service periods.
- (5) Easter Sunday, all service periods.
- (6) Memorial Day, all service periods.
- (7) Independence Day, all service periods.
- (8) Labor Day, all service periods.

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- (9) Thanksgiving Day, all service periods.
- (10) Christmas Eve, 3:00 p.m. – 12 midnight.
- (11) Christmas Day, all service periods.

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Contractor Nondisclosure of Confidential Information

This form is for contractors and other non-DSHS employees.

CONFIDENTIAL INFORMATION		
<p>Confidential information includes, but is not limited to, protected health information, other personal information about DSHS clients or employees that is designated as confidential by state or federal law, and information otherwise designated as confidential by the Department. If in doubt, DSHS information should be treated as confidential.</p> <p>I understand:</p> <ol style="list-style-type: none"> 1. The department's requirement for protecting certain information. 2. The penalties and sanctions associated with unauthorized information access or disclosure. 3. My responsibilities to keep department information and systems secure. 		
REGULATORY REQUIREMENTS AND PENALTIES		
<p>Federal and state law (RCW 74.04.060) prohibits any person from disclosing confidential information about individual clients and employees. RCW 74.04.060 states: "The violation of this section shall be a gross misdemeanor", which is punishable by imprisonment of not more than one year and/or a fine not to exceed five thousand dollars.</p>		
ASSURANCE OF CONFIDENTIALITY		
<p>I commit and agree to be bound by the following:</p> <ol style="list-style-type: none"> 1. I certify not to view without authorization, or divulge, publish, mention or otherwise make known to any unauthorized person or entity either orally, in writing, or by electronic means, any confidential client or employee information. 2. Furthermore, other than performing my authorized business functions as requested by DSHS administrations, I will forward all requests that I may receive for the disclosure of confidential client or employee information to DSHS management for disposition; and 3. I understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with DSHS. 		
FREQUENCY OF EXECUTION AND DISPOSITION INSTRUCTIONS		
<p>This form will be read and signed by each non-DSHS employee who has access to DSHS information, and updated at least annually. Provide the non-DSHS employee signor with a copy of this agreement and retain the original of each signed form on file.</p>		
SIGNATURE		
PRINT/TYPE NAME	NON-DSHS EMPLOYEE'S SIGNATURE	DATE
PRINT/TYPE NAME	DSHS MANAGER'S SIGNATURE	DATE