INTERLOCAL AGREEMENT

Neurological Services

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

CONTRACTOR NAME
Harborview Medical Center

CONTRACTOR ADDRESS
325 Ninth Avenue
Box 359797
Seattle, WA 98104

CONTRACTOR FAX (206) 744-4008
CONTRACTOR E-MAIL ADDRESS kashaw@uw.edu

CONTRACTOR doing business as (DBA)

WASHINGTON UNIFORM BUSINESS IDENTIFIER (UEI)
578-037-394

DSHS INDEX NUMBER
1145

DSHS ADMINISTRATION
Developmental Disabilities Admin

DSHS DIVISION
Division of Developmental Disabilities

DSHS CONTRACT CODE
1000LC-65

DSHS CONTACT NAME AND TITLE
Anita Saul
Administrative Assistant 4

DSHS CONTACT ADDRESS
15230 15th Avenue NE
Shoreline, WA 98155

DSHS CONTACT TELEPHONE (206)361-3033
DSHS CONTACT FAX (206)361-3035

DSHS CONTRACT E-MAIL ADDRESS saulal@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?
No

CFDA NUMBER(S)
93.778

AGREEMENT START DATE 07/01/2015
AGREEMENT END DATE 06/30/2017
MAXIMUM AGREEMENT AMOUNT $48,300.00

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:
☐ Exhibits (specify): No Data Security Exhibit
☒ No Exhibits.

The terms and conditions of this Agreement 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 Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

CONTRACTOR SIGNATURE

PRINTED NAME AND TITLE
Paul Hayes, RN Executive Director

DATE SIGNED

DSHS SIGNATURE

PRINTED NAME AND TITLE
Sherry Hartman Contract Manager

DATE SIGNED

DSHS Central Contract Services
6015LF Custom Interlocal Agreement (6-30-09)

Budget, Finance & Contracts

Page 1
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.
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.


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:
DSHS General Terms and Conditions

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:

(a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

(b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

(c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

(a) Use a Trusted System.

(b) Encrypt the Confidential Information, including:

i. Encrypting email and/or email attachments which contain the Confidential Information.

ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding 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
DSHS General Terms and Conditions

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. 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
DSHS General Terms and Conditions

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.

15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. 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 subsubsection, "written notice" may include email.

(3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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 – Interlocal Agreements:**

17. **Disputes.** Disputes shall be determined by a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an
additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms, and applicable statutes and rules and make a determination of the dispute. As an alternative to this process, either party may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor’s process shall control. Participation in either dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties.

18. **Hold Harmless.** The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor’s negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS’ performance or failure to perform this Agreement.

19. **Ownership of Material.** Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor’s internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.

20. **Subrecipients.**

   a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 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

DSHS General Terms and Conditions

Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.oip.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit’s schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days’ written notice to the other party.

c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. Treatment of Client Property. Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client’s personal property. The Contractor shall not interfere with any adult client’s ownership, possession, or use of the client’s property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client’s age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client’s guardian or custodian all of the client’s personal property.
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. “Neurology” means a medical specialty dealing with disorders of the nervous system. Specifically, neurology deals with the diagnosis and treatment of all categories of disease involving the central and peripheral nervous system.

   b. “Neurologist” means a physician specializing in neurology and trained to investigate, or diagnose and treat neurological disorders.

2. Purpose. The purpose of this Contract is to provide neurological services for Fircrest clients.

3. Contractor Qualifications. The individual performing services under this contract must meet these requirements:

   a. Professional training. The Contractor shall have completed postgraduate residency in neurology after graduation from medical school.

   b. Licenses. The Contractor shall have a valid Washington State license to practice neurology pursuant to chapter 18.71 RCW 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 and renewals to the Fircrest Superintendent or authorized designee and the CIBS contracts specialist prior to providing any services to any Fircrest Residents. The Contractor also shall submit a copy of all subsequent license renewals or changes directly to the Fircrest Superintendent or authorized designee.

   c. Background Checks. In accordance with RCW 74.34.070, 74.34.020, 72.05, 43.20A.710 and 43.43.834, and chapter 388-700 WAC, Contractors and each of their employees, subcontractors, and/or volunteers who may or will have either regular or limited access to any Fircrest Residents must be cleared through a DSHS-approved criminal history and background check prior to providing services under this contract.

   d. Non-Disclosure of Confidential Information. The Provider will be required to sign the DSHS Agreement on Nondisclosure of Confidential Information – Non Employee, DSHS Form 03-374B. (Rev 05/2012) prior to having any unsupervised access to clients.

4. Statement of Work. 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. Provide neurological services for residents of Fircrest. These services shall be conducted on-site at Fircrest on days agreeable to both parties.

   b. Standard hours shall be scheduled between 8:00 AM to 4:30 PM, Monday through Friday at Fircrest. The Contractor may use flexibility during the workweek as long as the total hours are not exceeded.

   c. Develop individual plans of treatment for those individual clients whom neurological services are indicated.

   d. Conduct progress review of the individual plan of treatment periodically, or as requested; and have a copy of the progress review incorporated into the client’s records.

   e. The Contractor shall sign the Date, Time In and Vendor signature portion of the Contract Provider
Special Terms and Conditions

Log upon arrival at the Fircrest facility. The log is maintained in the Fircrest Clinic.

f. The Contractor shall sign the Vendor Signature, Time Out and Total Time portion of the Contract Provider Log when his/her services are completed. This procedure shall be followed for each visit to Fircrest.

5. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of $48,000.00, including any and all expenses, and shall be based on the following:

Actual hours of service at the rate of $125.00 per hour for 10 hours per month, not to exceed sixteen (16) hours per month.

6. **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 and acceptance by the Fircrest Superintendent or authorized designee of properly completed invoices, which must describe and document to DSHS’ satisfaction an itemized description of the work performed and fees not more often than once a month to the following address:

   Department of Social and Health Services  
   Consolidated Institutional Business Services (CIBS)  
   Attention: Accounting  
   9601 Steilacoom Blvd. SW  
   Lakewood, WA 98498-7213

The rates shall be in accordance with those set forth in Section 5, Consideration, of this Contract.

b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by the Fircrest Superintendent or authorized designee 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.

7. **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 Fircrest Superintendent or authorized designee. The request must include the following information:

   (1) The Contractor’s name, address, phone number.

   (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 address listed on the front of
Special Terms and Conditions

this contract within 10 days after the Contractor could reasonably be expected to have knowledge
of the issue in dispute.

c. The Fircrest Superintendent shall review the dispute resolution request and issue a written
response to the Contractor within 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.

a. 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 in
subsections 7.a - c is the sole administrative remedy available under this Contract.

8. **Duty to Report Suspected Abuse.** In addition to the preceding Services, the Contractor shall report,
in accordance with state law, all instances of suspected Client abuse immediately to the Department at
the current State Abuse Hotline (1-800-562-6078).

9. **Duty to Report Unusual Incidents.** The Contractor shall submit written information of any unusual
incident to the DDD Resource Manager or the DSHS contact listed on page 1 of this Contract within
seventy-two (72) hours.

10. **Duty to Report Death of Clients.** The Contractor shall report within twenty-four (24) hours to the
DDD Resource Manager or the DSHS contact listed on page 1 of this Contract, all deaths of DSHS
Clients receiving services from the Contractor.

11. **Drug Free Workplace.** The Contractor, and the Contractor’s employees and sub-contractors, shall
abstain from the use of alcohol and illegal drugs in the workplace and in the performance of their duties.

12. **Insurance.**

a. DSHS certifies that it is self-insured under the State’s self-insurance liability program, as provided
by RCW 4.92.130, and shall pay for losses for which it is found liable.

b. The Contractor certifies, by checking the appropriate box below, initializing to the left of the box
selected, and signing this Agreement, that:

- [ ] The Contractor is self-insured or insured through a risk pool and shall pay for losses
  for which it is found liable; or

- [ ] The Contractor maintains the types and amounts of insurance identified below and
  shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance
to that effect to the DSHS contact on page one of this Agreement.

**Commercial General Liability Insurance (CGL)** – to include 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, DSHS, its elected
and appointed officials, agents, and employees shall be named as additional insureds.