

	<b>PERSONAL SERVICE CONTRACT</b> <b>Consultative Psychological Examination</b>		DSHS Contract Number: Resulting From Procurement Number:
	This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.29 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS	
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)	
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): Exhibit – A Social Security Preferred Psychological Test <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
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

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" 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. Transmission by e-mail or Facsimile 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. "DDDS" means the Division of Disability Determination Services of the Department's Health and Recovery Services Administration and its employees and authorized agents. DDDS contracts with the United State Department of Health and Human Services' Social Security Administration to adjudicate medical eligibility for disability benefits under Social Security Disability Insurance and Supplemental Security Income rules and regulations and DSHS Non-Grant Medical Assistance.
  - g. "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.
  - h. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
  - i. "Encrypt" means to encipher or encode electronic data using software that generates a minimum key length of 128 bits.
  - j. "Hardened Password" means a string of at least eight characters containing at least one alphabetic character, at least one number and at least one special character such as an asterisk, ampersand or exclamation point.
  - k. "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.
  - l. "Physically Secure" means that access is restricted through physical means to authorized

individuals only.

- m. "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.
- n. "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/row/>.
- o. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- p. "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.
- q. "SSA" means the Social Security Administration.
- r. "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.
- s. "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.
- t. "Transport" means the movement of Confidential Information from one entity to another, or within an entity, that (1) places the Confidential Information outside of a Secured Area or system (such as a local area network) and (2) is accomplished other than via a Trusted System.
- u. "Trusted Systems" include only the following methods of examination reports submission: (1) Via Social Security's secure website or (2) Via fax to DDS dedicated fax servers. Any other method of submission will not be deemed a Trusted System.
- v. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, pass-phrase, or other mechanism, authenticates a user to an information system.
- w. "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:

- (1) As provided by law; or,
- (2) Upon gaining approval through DDDS or SSA.

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) Encrypting electronic Confidential Information during Transport;
- (2) Physically Securing and Tracking media containing Confidential Information during Transport;
- (3) Limiting access to staff that have an authorized business requirement to view the Confidential Information
- (4) Using access lists, Unique User ID and Hardened Password authentication to protect Confidential Information placed on computer systems;
- (5) Physically Securing any computers, documents or other media containing the Confidential Information; and
- (6) Encrypting all Confidential Information that is stored on portable devices including but not limited to laptop computers and flash memory devices.

c. Upon request by DSHS or at the end of the Contract term, the Contractor shall return the Confidential Information or certify in writing that the Contractor 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.

In the event of a theft, loss, unauthorized disclosure, or other potential or known compromise of Confidential Information, the Contractor shall notify DSHS within one (1) business day of the discovery

of the event. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law.

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. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.
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.

- 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 Chief Administrative Officer or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

**Additional General Terms and Conditions – Personal 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. **Indemnification and Hold Harmless**
  - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
  - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- 19. **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, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency 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.
- 20. **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.

21. **OFM Filing Requirement.** Under Chapter 39.29 RCW, certain Personal Service Contracts and amendments must be filed with the state of Washington Office of Financial Management (OFM). If this Contract must be filed, then it shall not be effective nor shall work commence or payment be made until reviewed or approved by OFM.
22. **Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
23. **Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior approval of DSHS as specified in a written amendment to this Contract. 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.
24. **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.
25. **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 Section 9, 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.
  - e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

- 26. Termination or Expiration Procedure.** The following terms and conditions apply upon Contract termination or expiration:
- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
  - b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
  - c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. 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.
- 27. 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.

**APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL**

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse and Neglect of Client" means mental or physical injury including, but not limited to, sexual abuse, abandonment, financial exploitation, negligent treatment, or maltreatment of a client by any person under circumstances; which indicate that the client's health, welfare, or safety is likely to be harmed.
  - b. "ADLs (Activities of Daily Living)" or "ADL" means the things we normally do in daily living including any daily activity we perform for self-care (such as feeding ourselves, bathing, dressing, grooming) work, homemaking, and leisure. The ability or inability to perform ADLs can be used as a very practical measure of ability/disability in many disorders.
  - c. "CE Report" means Consultative Examination Report.
  - d. "Current Procedural Terminology" or "CPT" means a set of codes developed by the American Medical Association that DDDS staff shall use in identifying services to be provided to DDDS clients, and reimbursement for services provided by professional providers.
  - e. "Culturally Appropriate" means responsive to a DDDS client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
  - f. "DDDS Client" means a person, who has applied for disability benefits under Social Security Disability Insurance and/or Supplemental Security Income rules and regulations, or DSHS Non-Grant Medical Assistance for whom the DDDS staff has authorized specific services.
  - g. "Diagnostic and Statistical Manual for Mental Disorder" or "DSM" means the latest edition of the manual published by the American Psychiatric Association that establishes diagnostic criteria, including description, diagnosis, treatment, and research findings for the most common mental disorders.
  - h. "DSHS Non-Grant Medical Assistance" means a State of Washington supported assistance program.
  - i. "ESA" means the Economic Services Administration of the Department Social and Health Services.
  - j. "Interpreter" means a person who speaks English and another language fluently or signs American Sign Language fluently. Fluency includes an understanding of nonverbal and cultural patterns necessary to communicate effectively. An interpreter enables clients and psychologists/health care providers to communicate effectively with each other.
  - k. "LEP (Limited English Proficiency)" means being of limited ability or inability to speak, read, or write the English language well enough to understand and communicate effectively, or being deaf, deaf-blind, or hard-of-hearing.
  - l. "Psychological Evaluation", "Psychological Disability Evaluation", or "Psychological Diagnostic Interview" (Adult or Child) means a face-to-face psychological examination performed to assess for current mental functioning under accepted psychological practices. Specific examining procedures and observations for all mental conditions should address the specific impairments.

2. **Previous Personal Service Contract Superseded.** In the event any previous Contract between the Contractor and DDDS for these services should be in effect upon execution of this Contract, this Personal Service Contract shall terminate and supersede that previous Contract.
3. **Purpose.** This Contract is to provide psychological diagnostic examinations and psychometric testing for DDDS clients as part of the application process for either Social Security Disability Insurance and/or Supplemental Security Income, or DSHS Non-Grant Medical Assistance.
4. **Qualification Requirements**

The Contractor or licensed healthcare professionals employed or subcontracted by the Contractor to perform work under this Contract must:

- a. have graduated from an accredited school of psychology receiving a degree as a PhD, PsyD, or EDD.
- b. be licensed to practice clinical psychology in Washington or in the state where the services shall be provided;
- c. have received the appropriate post-graduate school training and experience in the appropriate psychological specialty for this examination; and
- d. have no licensure sanctions or pending sanctions.

5. **Professional Credentialing and Licensure**

The Contractor, its employees, or subcontractors who will be in contact with DDDS clients while performing work under this Contract must be accredited, certified, licensed or registered according to Washington State laws and regulations or the laws of the state in which the Contractor is providing services. During the term of this Contract, the Contractor shall require that all such individuals do not have, and shall remain without, restrictions or sanctions placed on accreditation, certification, license or registration. The Contractor, within three (3) business days of receipt of any information related to disciplinary action against the accreditation, certification, license, or registration of the Contractor, an employee, or subcontractor, shall notify the DSHS Contact listed on page one of this Contract.

- a. **Credential Verification for Psychologists.** The Contractor shall provide the following documents, which DDDS shall use to verify professional credentials for each psychologist:
  - (1) Acknowledgement of Professional Qualification and Confidentiality;
  - (2) Statement of Agreement for Medical Providers;
  - (3) Copy of current curriculum vitae; and
  - (4) Copy of current license in clinical psychology.
- b. **Credential Verification for Staff.** The Contractor shall verify that all staff or subcontractors who participate in conducting the consultative examination meet all appropriate:
  - (1) Licensing or certification requirements of Washington State or the state in which the Contractor is providing services; and,
  - (2) Are not excluded, suspended, or otherwise barred from participation in federal programs.

**6. Referrals**

- a. DDDS staff shall request services from the Contractor on an as-needed basis. DDDS is not obligated under this Contract to authorize services from the Contractor.
- b. All services provided by the Contractor under the terms of this Contract must be through pre-approved, written authorization by DDDS staff in accordance with SSA program specifications.

**7. Cultural Appropriateness.** All services provided by the Contractor under the terms of this Contract shall be provided in a manner that is culturally appropriate for the DDDS client or LEP DDDS client and their family.**8. Examination Services.** The Contractor shall provide psychological evaluation services to DDDS and its DDDS clients.

- a. The Contractor shall perform a Psychological Diagnostic Interview (Examination) with a CE Report. As part of the Examination, the Contractor shall
  - (1) conduct a face-to-face diagnostic interview to establish a current functional assessment, provide DSM diagnosis;
  - (2) collect data sufficient to permit a case formulation; and
  - (3) base the examination format and report contents on the requirements found in Section 12 for Adult Psychological Disability Evaluation Guidelines, or Section 13 for Child Psychological Disability Evaluation Guidelines and Section 14, Psychological Testing if applicable.
- b. In some instances, the Contractor's examination formulation may require:
  - (1) an extensive chart review, over 25 pages (reimbursable under CPT 99086) or complete chart review (reimbursable under 99080), and/or
  - (2) completion of the Medical Source Statement of Ability to do Work-Related Activities (Mental) Form (reimbursable under CPT 99085).

**9. Examination Scheduling.** The Contractor shall:

- a. Schedule all appointments to allow adequate time for the Contractor to provide a complete examination according to standard psychologist practices and adhere to scheduling intervals of at least sixty (60) minutes (additional time required depending upon types of psychological tests administered).
- b. Schedule appointments between ten (10) and thirty (30) days from the day of the referral. In special circumstances, an appointment sooner than 10 days may be requested and agreed upon by DDDS and the Contractor.
- c. Not reschedule appointments directly with DDDS clients. DDDS must approve all rescheduled appointments and issue new Examination Authorizations (L9CEVCHR).

**10. Examination Parameters.** The Contractor shall:

- a. Not recommend treatment, a change in treatment, or prescribe medication.

- b. Take action consistent with sound and accepted psychological practice when the evidence shows a mental condition that is legally reportable, or which could be injurious to the health and safety of the DDDS client or others, or when the DDDS client has made a threat against himself/herself or to others. The Contractor shall immediately report to DDDS by telephone any emergency treatment or information provided to the DDDS client and specify such in the written report to DDDS. The Contractor shall submit the written report to DDDS within 24 hours of the occurrence.
- c. Have the right to refuse to examine a DDDS client who is intoxicated, threatening, belligerent, or whom the Contractor determines cannot be examined. The Contractor shall immediately report to DDDS by telephone any refused examination and specify such in a written report of the incident. The Contractor shall submit the written report to DDDS within 24 hours of the occurrence.
- d. Re-examine a DDDS client, without charge to DDDS, when DDDS determines that the initial examination is incomplete or inconsistent.
- e. Not make direct comment to the DDDS client or make any other indication as to whether the DDDS client is disabled or has a significant mental condition as defined by the Social Security Administration regulations. The determination regarding disability and eligibility for disability benefits is under the purview of the DDDS and the Social Security Administration.
- f. Identify the DDDS client by a picture ID, if available, and include a physical description of the DDDS client in the report.

## 11. CE Report Requirements.

- a. The Contractor shall:
  - (1) Prepare a CE Report narrative in support of the results of the examination provided to the referred DDDS client and send the report to DDDS utilizing electronic transmission via Social Security Administration Secure Website (<http://eme.ssa.gov>) or Fax, covering the elements identified in the Psychological Disability Evaluation guidelines section and Psychological Testing section, if applicable, within 14 calendar days of the examinations.
  - (2) Prepare all CE reports in a manner that will meet all requirements for mental documentation of the Social Security disability program. The final authority as to the adequacy of CE reports will be DDDS Professional Relations Section and Chief Medical Consultant.
  - (3) Provide the DDDS client's name, case number, and date of examination on the first page of the typed report. All subsequent pages shall contain the DDDS client's name and case number;
  - (4) Provide CE reports that have been personally reviewed and signed by the doctor who performed the examination. DDDS will not accept a rubber stamp signature or a signature entered by another psychologist. DDDS will not accept a CE report annotated "not proofed" or "dictated but not read." The doctor's name must be typed at the end of the report. Submitting reports via SSA's Secure Website, using the "click and sign" feature provides an acceptable electronic signature;
  - (5) Require that examiners are available by telephone during the Contractor's normal working hours in the event DDDS requires clarification or additional information

regarding a CE Report. The examiner shall also provide a written response to be made part of the DDDS client's record, within 48 hours of the initial discussion or request by DDDS;

- (6) Provide a written CE report for each DDDS client examined, within fourteen (14) calendar days from the date of the examination. Payment will not be made until the report is received and approved by the DDDS as meeting all reporting requirements;
  - (7) Maintain information concerning individuals in strictest confidence and safeguard all information in electronic format or hard copy. The Contractor shall not disclose information concerning any examination performed under this contract. All requests for information concerning an examination done under this contract shall immediately be forwarded to the DDDS Professional Relations Department for processing.
- b. The Contractor's CE reports shall be subject to DDDS staff reviews based on whether the CE report:
- (1) Adequately addresses the allegations for which DDDS requested the examination;
  - (2) Provides sufficient evidence to support an adequate basis for a decision regarding impairment;
  - (3) Is internally consistent; and
  - (4) Is consistent with other information provided.

**12. Adult Psychological Disability Evaluation Guidelines.** The Contractor shall:

- a. Provide a typed CE Report that includes the psychological facts, as well as a medical source statement derived from the Contractor's findings, that describe the DDDS client's ability to function despite his/her impairment;
- b. Comply with the detail and format for reporting the results of the Consultative Examination in accordance with the following consultation examination guidelines (including specific information requested on the Examination Authorization (L9CEVCHR)):
  - (1) Chief Complaint. State the major or chief complaint(s) alleged as reason for inability to work. Describe how the impairment(s) affects function and daily activities. Clarify functional loss by providing specific examples of capabilities and activities of daily living.
  - (2) Review of Records. Brief summary or list of background material/medical records received and reviewed.
  - (3) History. Comment on reliability and consistency of DDDS client's reporting.
    - (a) Past and Present Illness. This Section of the CE report should describe and discuss:
      - i. Psychiatric History and date of onset of illness or impairment;
      - ii. Progression of symptoms;
      - iii. Treatment and response;

- iv. Current Medications; and
- v. Factors that increase the problem and factors that provide relief;
- (b) Brief history on Work, Education, and Military service if applicable.
- (c) Social History. Include pertinent findings about use of tobacco products, alcohol, prescription and non-prescription drugs, etc.,
- (d) Family History (if pertinent).
- (4) Mental Status. Provide specific information and be as descriptive as possible. Direct quotes by the DDDS client would be appropriate. Cover every section of the mental status exam in this Section.
  - (a) General Appearance
    - i. Is the DDDS client well-groomed or unkempt?
    - ii. What is the DDDS client wearing? Are clothes appropriate for weather and situation?
    - iii. Is there evidence of psychomotor agitation or retardation? Give examples.
  - (b) Attitude and General Behavior
    - i. Is the DDDS client cooperative, irritable, belligerent etc.?
    - ii. Is there any indication of malingering or factitious behavior? Explain.
  - (c) Mood and Affect
    - i. How does the DDDS client describe his or her mood?
    - ii. Is the DDDS client's affect congruent with the stated mood? Explain.
  - (d) Content of Thought
    - i. Does the DDDS client have any delusions?
    - ii. Is the DDDS client suicidal? Homicidal? What leads you do this conclusion?
  - (e) Stream of Mental Activity. Is the client's speech normal, tangential, or circumstantial?
  - (f) Orientation. Is the DDDS client oriented times three?
  - (g) Memory
    - i. Remote—can DDDS client remember past events?
    - ii. Recent—can DDDS client remember 3/3 objects after 5 min?

- iii. Immediate—how well can the DDDS client do digit span back and forward?
- (h) Fund of Knowledge
- i. Is the DDDS client aware of current events? Give examples.
- ii. Does the DDDS client know the names of the president and governor?
- iii. Can the DDDS client answer simple geography questions, such as naming bordering states?
- (i) Concentration
- i. Serial 7's or 3's? Give DDDS client's response.
- ii. How well does the DDDS client spell WORLD forward and backward?
- iii. Can the DDDS client follow a three-step command?
- iv. Does the DDDS client have difficulty following conversation. Give examples.
- (j) Abstract Thinking. Can the DDDS client interpret proverbs? Give examples.
- (k) Insight, Judgment. Does the DDDS client:
- i. Have insight into his/her condition?
- ii. Show good judgment e.g. when asked what he/she would do if smelling smoke in crowded theater?
- (l) Activities of Daily Living (ADL)
- i. Give complete description of DDDS client's ADLs.
- ii. Can the DDDS client take care of cooking, cleaning, grocery shopping etc.? Give examples.
- iii. Does the DDDS client need assistance with self-care? Give examples.
- (m) Social Functioning
- i. Does the DDDS client socialize with family or friends? Is the client isolated?
- ii. Does the DDDS client participate in church groups or clubs?
- iii. Does the DDDS client attend church or other events regularly?
- (n) Concentration, Persistence, and Pace
- i. Can the DDDS client concentrate to read a book, work at hobbies, play on the computer etc? Give examples of hobbies or interest and how long

the client can sustain activity.

ii. Does the DDDS client finish ADLs in a timely manner?

- (5) Deterioration or Decompensation. Describe any indication of deterioration or decompensation in a work-like setting.
- (6) Diagnosis. (Use DSM Multiaxial Assessment format) Include a discussion of which findings and observations led to this diagnosis.
- (7) Prognosis
- (8) Capability of DDDS client to Manage Funds
- (9) Medical Source Statement (remaining functional abilities). Based on objective examination findings, give an opinion of the DDDS client's ability to do work related activities despite his/her impairments. This statement must be supported by the objective clinical findings and include an assessment of activities such as:
  - (a) Ability to reason
  - (b) Understanding and memory
  - (c) Sustained concentration and persistence
  - (d) Social interaction
  - (e) Adaptation

**13. Child Psychological Disability Evaluation Guidelines.** The Contractor shall:

- a. Provide a typed CE Report that includes the psychological facts, as well as a Medical Source Statement derived from the Contractor's findings that describe the DDDS client's ability to function despite his/her impairment;
- b. Comply with the detail and format for reporting the results of the Consultative Examination in accordance with the following consultation examination guidelines (including specific information requested on the Examination Authorization L9CEVCHR)
  - (1) Chief Complaint(s): The chief complaint(s) alleged as a reason for disability. Include in this section information about how the disability has affected the DDDS client's functional abilities and activities, symptom frequency and severity, and effects on daily activities and emotional functioning.
  - (2) Review of Records. Brief summary or list of background material/medical records received and reviewed.
  - (3) History. Comment on the reliability and consistency of DDDS client's and guardian's reporting.
    - (a) Past and Present Illness. This section of the examination report should describe and discuss:

- i. Psychiatric History and date of onset of illness or impairment including in & out-patient treatment;
- ii. Progression of symptoms;
- iii. Treatment and response;
- iv. Current Medications (include when last taken); and
- v. Self-destructive behavior or other directed aggression.
- (b) Brief History of Education and Work (if applicable)
- (c) Social and Family History
- i. Chief caretakers/guardians, dysfunctional family situation, emotional problems of family members
- ii. History of trauma, abuse, or neglect, substance abuse in the home, behavior problems
- iii. Past and Current Drug and Alcohol Use (if applicable)
- (d) Pertinent Medical History and Developmental Milestones
- (4) Mental Status: A description of the DDDS client's interaction with his/her caretaker and the examiner should be noted and examples of behavior should be given. Information requested should be tailored according to child's age. Include in this section:
- (a) General Appearance and Observations
- i. Is the DDDS client well-groomed or unkempt? What is the DDDS client wearing? Are clothes appropriate for weather and situation?
- ii. Gait, station, abnormal motor movements.
- iii. Evidence of psychomotor agitation or retardation? Give examples.
- (b) Attitude and General Behavior
- i. Is the DDDS client cooperative, irritable, belligerent etc.?
- ii. Social relatedness, eye contact.
- (c) Mood and Affect. Describe and give examples.
- i. How does the DDDS client describe his or her mood?
- ii. Is the DDDS client's affect congruent with the stated mood? Explain.
- (d) Content of Thought
- i. Does the DDDS client have delusions, hallucinations, paranoid ideation's, obsessions? Imaginary friends?

- ii. Is the DDDS client suicidal? Homicidal? What leads you to this conclusion?
- (e) Speech and Stream of Mental Activity
- i. Expressive and Receptive language, complexity, age appropriate?
- ii. Articulation. What percentage of speech is intelligible?
- iii. Does the DDDS client have hearing or listening problems?
- (f) Orientation. Give examples.
- (g) Memory. Remote, recent and immediate. Give examples.
- (h) Fund of Knowledge. Give examples.
- (i) Concentration
- i. Serial 7's or 3's? Give DDDS client's response.
- ii. Can the DDDS client follow a two or three step command?
- iii. Does the DDDS client have difficulty following conversation. Give examples.
- iv. Does the DDDS client exhibit distractibility
- v. Length of attention to specific tasks in the interview.
- (j) Judgment. Give an example.
- (k) Functional Information/Adaptive Behavior:
- (l) Activities of Daily Living
- i. Give complete description of DDDS client's daily activities.
- ii. Comment on self-care routines, activities, interests, and ability to do household chores. Give examples.
- iii. Does the DDDS client need assistance with activities? Give examples.
- (m) Social Functioning
- i. Does the DDDS client have the ability to get along with family, peers, teachers, other adults, and authority figures?
- ii. Does the DDDS client participate in church groups, clubs, sports, extra-curricular activities?
- iii. Does the DDDS client attend church or other events regularly?
- (n) Concentration, Persistence and Pace

- i. Can the DDDS client concentrate to read a book, work at hobbies, play on the computer, do homework etc? Give examples of hobbies or interest and how long the child can sustain activity.
  - ii. Does the DDDS client finish ADLs in a timely manner?
- (5) Diagnosis (Use DSM Multiaxial Assessment format). Include a discussion of which findings and observations led to this diagnosis.
  - (6) Prognosis. Note probable duration and expected results of current treatment.
  - (7) Medical Source Statement. Based on the objective examination findings, give an opinion of the DDDS client's ability to function as compared to other children of the same age who don't have impairments.

**14. Psychological Testing.** In instances when an examination with psychometric testing is required, the Contractor shall provide to DDDS and its DDDS clients the following, in addition to the above reporting requirements of psychological examination services:

- a. Psychometric Testing Standards. The tests used must be a standard, valid, reliable, and normed psychometric tests. Refer to Exhibit A , the Social Security Disability Preferred Psychological Test for a list of preferred tests. Other standardized, valid, and reliable tests may be used when appropriate. If a test is substituted for the one requested on the Authorization Voucher, explain in the CE report the reason for the substitution.
  - (1) All subtests of the psychometric tests must be administered.
  - (2) All scaled subtest scores must be reported and submitted with the CE report.
- b. Adult Psychometric Examinations
  - (1) Intellectual Assessments shall include:
    - (a) All the elements of the Psychological Disability Evaluation in Section 12; and
    - (b) A qualitative measurement of the client's Performance IQ, Verbal IQ, and Full Scale IQ (most commonly requested test: WAIS).
  - (2) Memory Assessments shall include:
    - (a) All the elements of the Psychological Disability Evaluation in Section 12; and
    - (b) A qualitative measurement of the client's Remote, Recent, and Immediate memory abilities (most commonly requested test WMS); and
    - (c) Trail-making A & B.
  - (3) Complex Psychological Diagnostic Assessments shall include:
    - (a) All the elements of the Psychological Disability Evaluation in Section 12; and
    - (b) A qualitative measurement of the client's Performance IQ, Verbal IQ, and Full Scale IQ; and

- (c) A qualitative measurement of the client's Remote, Recent, and Immediate memory abilities; and
- (d) Trail-making A & B.
- (4) Neuro-Psychological Diagnostic Assessments shall include:
  - (a) All the elements of the Psychological Disability Evaluation in Section 12; and
  - (b) Battery of Neuropsychological tests (commonly requested tests: Halstead-Reitan or Luria-Nebraska)
- c. Child Psychometric Examination. Complex Child Psychological Diagnostic Assessments shall include all the elements of the Child Psychological disability evaluation in Section 13; and one each of the following:
  - (1) Intellectual assessment;
  - (2) Measurement of academic abilities; and
  - (3) Adaptive OR Behavior assessment.

**15. Training Requirements.** With assistance from the DDDS Professional Relations Unit, the Contractor shall:

- a. Ensure that examining specialists understand the Social Security disability program and are familiar with the Listing of Impairments used in evaluating disability in DDDS clients under the Social Security Disability Insurance Benefits and Supplemental Security Income Programs;
- b. Train all staff regarding the disability programs and reporting requirements and ensure all examining specialists and other examination staff understand that they may have an evidentiary role in the Social Security Administration's decision-making process.
- c. Require that doctors and other examination staff treat DDDS clients with courtesy and respect; and;
- d. Assign a liaison to coordinate activities, resolve day-to-day problems, and answer questions from the DDDS staff.

**16. Complaints**

- a. DDDS shall review all complaints against the Contractor including those against the quality of an examination. DDDS shall acknowledge, evaluate, and respond in writing to all formal written complaints.
- b. When notified of a formal written complaint, the Contractor shall respond to the DDDS in writing addressing each complaint. In the event the Contractor receives a complaint directly, the Contractor shall notify the DDDS of the complaint and resolution in writing. The DDDS shall take appropriate actions.

**17. Consideration**

- a. Maximum Contract Amount. Total consideration payable to Contractor for satisfactory

performance of the work under this Contract shall be based on completion of work, as described in the Special Terms and Conditions; properly completed and submitted L-9 Invoice Vouchers; and the Schedule of Maximum Allowances for Medical Services payment schedule (Schedule) for the state in which the Contractor provides services.

- b. Source(s) of Funds. The Contractor shall be paid from federal funds received under CFDA #s 96.001 Social Security Disability Insurance and 96.006 Supplemental Security Income.

## 18. Billing

- a. Invoice System. The Contractor shall, within fourteen (14) calendar days of the examination and at the same time CE reports for each DDDS client are submitted, submit the appropriate invoice associated with the authorized date and time of the evaluation using Form L9CEVCHR Invoice (authorization voucher). Consideration for services rendered shall be payable upon receipt of properly completed invoices and upon verification, review and approval of the invoice and evaluation report.
- b. No-Show Fee. The Contractor shall be entitled to receive an Administrative No-Show Fee, not to exceed fifty dollars (\$50.00), for DDDS clients' missed appointments or for those appointments that DDDS cancels with less than forty-eight (48) hours notice. The Contractor may consider an appointment missed (failed) if the DDDS client is more than 15 minutes late following the appointed time. The Contractor shall request reimbursement using the authorization voucher documented with "no show" or "late cancellation."

## 19. Payment

- a. The Contractor agrees to accept DDDS payment as the sole and complete payment for the services provided under this Contract and shall not charge DDDS clients or other third party insurers, including but not limited to governmental sources (such as Medicare or Medicaid) for any services rendered.
- b. DDDS shall apply the Schedule for the applicable state in which the Contractor provides services in determining the amount of each payment for a service provided in accordance with this Contract. The Washington State DDDS publishes the Schedule of Maximum Allowances For Medical Services at the following website:  
<http://fortress.wa.gov/dshs/maa/DDDS/Provider.htm>. DDDS reserves the right to revise the payment schedule pursuant to federal regulations.
- c. When authorized by DDDS staff, travel to a pre-approved location or home visit, shall be reimbursed by DDDS at a rate published in the Schedule of Maximum Allowances for Medical Services (CPT 99083 or 99081).
- d. DDDS shall consider payment timely if made within thirty-(30) days after receipt. All CE reports and invoices are subject to review and approval by DDDS staff prior to payment. Payment shall be sent to the address designated on the first page of this Contract.
- e. DDDS shall not authorize payment until the documentation for services rendered (CE reports) is received by the DDDS. DDDS staff may deny or stop payment to the Contractor if the CE reports required under this Contract are delinquent, incomplete, or do not meet the requirements set forth in the Special Terms and Conditions.
- f. DDDS shall reimburse the Contractor only for properly authorized and delivered services. If DDDS pays, the Contractor for services authorized but not provided by the Contractor in

accordance with this Contract's Special Terms and Conditions Special Terms and Conditions, DDDS shall deem the amount paid to be an overpayment. If this Contract is terminated for any reason by either party, DDDS shall pay for only those services authorized and provided through the date of termination.

## 20. Disputes

a. Request. Either party to the contract may request contract dispute resolution. (Rates set by law, regulation or DSHS policy are not disputable.) The request for contract dispute resolution by either party shall be:

- (1) Submitted to ESA in writing and include the Contractor's name, address and the DSHS contract number;
- (2) Sent by certified mail or other method providing a signed receipt to the sender to prove delivery to and receipt by ESA, to the following address:

DSHS/ESA/Operations Support Division  
Attn. Contracts Unit  
PO Box 45445  
Olympia, Washington 98501

- (3) Received by the ESA/Operations Support Division/Contracts Unit within thirty (30) calendar days after the contract expiration or termination or after the party could reasonably be expected to have knowledge of the issue in dispute.
- (4) If the Contractor requests dispute resolution, the Contractor must identify in writing the spokesperson for the Contractor, if other than the Contractor's signatory.

b. Content. The party requesting a dispute resolution shall submit a statement that:

- (1) Identifies the issue(s) in dispute;
- (2) Identifies the relative positions of the parties; and
- (3) Requests resolution through the current ESA process.

c. Action on the request

- (1) ESA shall notify the non-requesting party of the request, notify both parties of the dispute resolution process to be followed, and manage the process to its conclusion.
- (2) The Contractor shall provide pertinent information as requested by the person ESA assigns to resolve the dispute.

d. Contractor and DSHS agree that, the existence of a dispute notwithstanding, they will continue, without delay, to carry out all their respective responsibilities under this Agreement that are not affected by the dispute.

## 21. 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 the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one 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 shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

## d. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

e. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

f. 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 the DSHS point of contact, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The DSHS point of contact is located on page one of the contract. The Certificate of Insurance shall identify the DSHS Enterprise Risk Management Office, PO Box 45882, Olympia, Washington 98504-5882 as 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 is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract

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 Central Contract Services; 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.

**22. Notices.**

Whenever one party is required to give notice to the other party under this Contract , it shall be deemed given if mailed by United States Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

- a. In the case of notice to the Contractor, notice shall be sent to the point of contact submitted to DSHS and named on page one of this Contract;
- b. In the case of notice to DSHS, notice shall be sent to:

Professional Relations  
Division of Disability Determination Services  
Department of Social and Health Services  
P. O. Box 9303  
Olympia, Washington 98507-9303

Said notice shall become effective on the date delivered as evidenced by the return receipt or the date returned to sender for non-delivery other than for insufficient postage. Either party may at any time change its address for notification purposes by mailing a notice in accordance with this Section, stating the change and setting forth the new address, which shall be effective on the tenth (10<sup>th</sup>) day following the effective date of such notice unless a later day is specified in the notice.

**SOCIAL SECURITY DISABILITY  
PREFERRED PSYCHOLOGICAL TESTS**

**EXHIBIT A**

**NAME:** \_\_\_\_\_

The Social Security Administration prefers the most current version of the respective test be used in the evaluation. Please indicate which version you have.

Please mark all boxes for tests you have and are willing to use for our evaluations:

	Version		Version
Wechsler Adult Intelligence Scale			Reye 15 Item Recognition Test
Wechsler Memory Scale			Portland Digit Symbol Test
Trails A&B			Test of Memory and Malingering
Stanford Binet Intelligence Test			Validity Indicator Profile
Halstead-Reitan			Miller Forensic Assessment of Symptoms
Luria-Nebraska			Structured Interview of Malingered Symptoms
			MMPI
Raven Progressive Matrices			MCMII
Leiter International Scale			
Other tests for LEP:			

**I AM WILLING AND ABLE TO EVALUATE CHILDREN:**  YES  NO AGES \_\_\_\_\_

In addition to the tests marked above, I have the following test instruments:

	Version
McCarthy Scales of Children's Abilities (age 2y 6m to 8y 6m)	
Bayley Scale of Infant Behavior (age 1m to 3y 6m)	
Wechsler Preschool and Primary Scale of Intelligence, (age 2y 6m to 7y 3m)	
Differential Ability Scale (age 2y 6m to 17y 11m)	
Wechsler Intelligence Scale for Children (age 6y thru 16y 11m)	
Wide Range Achievement Tests, (5 thru adult)	
Wechsler Individual Achievement Test (4y to 85y)	
Woodcock-Johnson Psycho educational Battery-Revised (2y thru adult)	
Vineland Adaptive Behavior Scales (birth to adult)	
AAMD Adaptive Behavior Scale (3y to adult)	
Conner Behavior Rating Scale	
Behavior Assessment Scale or Children (2y to 16y)	
Scales of Independent Behavior Revised (infant thru adult)	
Woodcock-Johnson Scales of Independent Behavior (Birth thru adult)	
Achenbach Child Behavior Checklist	
Battelle Developmental Inventory (age birth to 18y 11m)	
Wide Range Assessment of Memory and Learning (5y to 17y)	
Peabody Picture Vocabulary Test (2y 6m to 90y)	

**OTHER TESTS I HAVE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_