

**Exhibit F – Sample Contract
RFQ 1436-522**

 <p>PERSONAL SERVICE CONTRACT DDDS Consultative Medical Examinations</p>		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	
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input checked="" type="checkbox"/> Data Security: Exhibit A – Data Security Requirements <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
SAMPLE – DO NOT SIGN		SAMPLE – DO NOT SIGN	
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
SAMPLE – DO NOT SIGN		SAMPLE – DO NOT SIGN	

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/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** 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.

DSHS General Terms and Conditions

6. Confidentiality.

- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
 - (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**

DSHS General Terms and Conditions

- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **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.

DSHS General Terms and Conditions

- 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. 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 subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

DSHS General Terms and Conditions

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 – 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. **Construction.** The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract.
19. **Indemnification and Hold Harmless**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
20. **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.
21. **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;

DSHS General Terms and Conditions

- 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.

- 22. DES Filing Requirement.** Under RCW 39.26, sole source contracts and amendments must be filed with the State of Washington Department of Enterprise Services (DES). If this Contract is one that must be filed, it shall not be effective nor shall work commence or payment be made until it has been approved by DES. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 23. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior written approval of DSHS. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 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;
 - 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.

DSHS General Terms and Conditions

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

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.

28. Taxes

- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. DSHS will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. DSHS, as an agency of Washington State government, is exempt from property tax.
- b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, DSHS shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
- c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

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. "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. "Activities of Daily Living" or "ADLs" means the things we normally do in daily living, including any daily activity we perform for self-care (e.g. feeding ourselves, bathing, dressing, grooming), work, homemaking, and leisure.
 - c. "Cardiac Evaluation" means a face-to-face physical examination performed to assess for current cardiac functioning under accepted medical practices. Specific examining procedures and observations for all cardiac conditions should address the specific alleged impairments.
 - d. "CE Report" means Consultative Examination Report.
 - e. "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.
 - f. "Culturally Appropriate" means to be responsive to a DDDS client's cultural beliefs and values, ethnic norms, language needs, religion, and individual differences.
 - g. "DDDS" means Division of Disability Determination Services, which is a division of the Economic Services Administration (ESA) of the Department of Social and Health Services (DSHS).
 - h. "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.
 - i. "DSHS Non-Grant Medical Assistance" means a State of Washington supported medical assistance program.
 - j. "ESA" means Economic Services Administration, which is an administration of the Department of Social and Health Services.
 - k. "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 medical/health care providers to communicate effectively with each other.
 - l. "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.
 - m. "Neurological Evaluation" means a face-to-face physical examination performed to assess for current neurological functioning under accepted medical practices. Specific examining procedures and observations for all neurological conditions should address the specific alleged impairments.
 - n. "Orthopedic Evaluation" means a face-to-face physical examination performed to assess for current

Special Terms and Conditions

physical functioning under accepted medical practices. Specific examining procedures and observations for all orthopedic conditions should address the specific alleged impairments.

- o. "Physical Disability Evaluation" means a face-to-face physical examination performed to assess for current physical functioning under accepted medical practices. Specific examining procedures and observations for all physical conditions should address the specific alleged impairments.
- p. "Respiratory Evaluation" means a face-to-face physical examination performed to assess for current pulmonary functioning under accepted medical practices. Specific examining procedures and observations for all pulmonary conditions should address the specific alleged impairments.
- q. "Rheumatology Evaluation" means a face-to-face physical examination performed to assess for current physical functioning under accepted medical practices. Specific examining procedures and observations for all rheumatic conditions should address the specific alleged impairments.

- 2. **Purpose.** The purpose of this Contract is to provide diagnostic examinations for DDDS clients who apply for the Social Security Disability Insurance, Supplemental Security Income, and/or DSHS Non-Grant Medical Assistance program.
- 3. **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.
- 4. **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 Physicians.** The Contractor shall provide the following documents, which DDDS shall use to verify professional credentials for each physician:
 - (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 medical license.
 - 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.

Special Terms and Conditions

- 5. Qualification Requirements.** The Contractor or licensed healthcare professionals employed or subcontracted by the Contractor to perform work under this Contract must:
- Have graduated from an accredited medical school receiving a degree as an MD or DO;
 - Be licensed to practice medicine in the State of Washington or in the state where the services shall be provided;
 - Have received at least two (2) years of post-medical graduate school training or experience in the appropriate medical specialty for this examination; and
 - Have no licensure sanctions or pending sanctions.
- 6. Referrals.**
- 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.
 - 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 the Social Security Administration 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 or LEP DDDS client and the client's family.
- 8. 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:
- Examination Services. As part of the examination, the Contractor shall:
 - Perform a face-to-face Diagnostic Interview (Examination) and a narrative CE Report of the referred DDDS client to establish a current functional assessment;
 - Collect data sufficient to permit a medical assessment; and
 - In some instances, the Contractor's examination may require:
 - An extensive chart review, over 25 pages (reimbursable under CPT 99086) or complete chart review (reimbursable under 99080), and/or
 - Completion of the Medical Source Statement of Ability to do Work-Related Activities (Physical) Form (reimbursable under CPT 99085).
 - Base the examination format and report content on the requirements found in the CE Evaluation and Report Requirements Section for Physical Disability Evaluation and Report Requirements. The final authority as to the adequacy of CE reports will be the DDDS Professional Relations Department and Chief Medical Consultant.
 - The Contractor's CE reports shall be subject to DDDS staff reviews based on whether the CE report:

Special Terms and Conditions

- i. Adequately addresses the allegations for which DDDS requested the examination;
 - ii. Provides sufficient evidence to support an adequate basis for a decision regarding impairment;
 - iii. Is internally consistent; and
 - iv. Is consistent with other information provided.
- (4) Prepare and submit a narrative CE Report of the referred DDDS client to DDDS within fourteen (14) calendar days of the examination, utilizing electronic transmission via Fax or the Social Security Administration (SSA) Secure Website, <http://eme.ssa.gov>. Payment will not be made until the CE Report is received and approved by DDDS as meeting all reporting requirements.
- b. CE Report Requirements. The Contractor shall:
- (1) Prepare all CE reports in a manner that will meet all requirements for medical documentation of the Social Security disability program. The final authority as to the adequacy of CE reports will be the DDDS Professional Relations Section and Chief Medical Consultant;
 - (2) Provide the DDDS client's name, case number, and date of examination on the first page of the type report. All subsequent pages shall contain the DDDS client's name and case number;
 - (3) 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 physician. 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; and
 - (4) 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.
- c. Examination Scheduling. The Contractor shall:
- (1) Schedule all appointments to allow adequate time for the Contractor to provide a complete examination according to standard medical practices and adhere to scheduling intervals of at least forty (40) minutes;
 - (2) 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; and
 - (3) Not reschedule appointments directly with DDDS clients. DDDS must approve all rescheduled appointments and issue new Examination Authorizations (L9CEVCHR).
- d. Examination Parameters. The Contractor shall:
- (1) Not recommend treatment, a change in treatment, or prescribe medication;

Special Terms and Conditions

- (2) Take action consistent with sound and accepted medical practice when the evidence shows a medical 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;
- (3) 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;
- (4) Re-examine a DDDS client, without charge to DDDS, when DDDS determines that the initial examination is incomplete or inconsistent;
- (5) 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 medical 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; and
- (6) Identify the DDDS client by a picture ID, if available, and include a physical description of the DDDS client in the report.
- (7) Be 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 client's record within 48 hours of the initial discussion or request by DDDS.

9. CE Evaluation and Report Requirements.

a. Physical Disability Evaluation and Report Requirements. The Contractor shall:

- (1) Provide a typed, narrative CE Report that includes the medical facts, as well as a medical source statement derived from the Contractor's findings that describe the individual's ability to function despite his/her impairment;
- (2) 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)):
 - (a) Chief Complaint. State the major or chief complaint(s) alleged as reason for inability to work. Describe how the impairment(s) affect function and daily activities. Clarify functional loss by providing specific examples of capabilities and activities of daily living.
 - (b) Review of Records. Brief summary or list of background material/medical records received and reviewed.
 - (c) History. Comment on reliability and consistency of client's reporting.

i. Present illness

Special Terms and Conditions

- (A) Date of onset of illness or impairment;
 - (B) Progression of symptoms;
 - (C) Treatment and response;
 - (D) Current medications;
 - (E) Factors that increase the problem;
 - (F) Factors that provide relief; and
 - (G) Brief description of activities of daily living.
- ii. Past History. Describe other prior illnesses, injuries, operations, or hospitalizations. Give dates of these events.
 - iii. Social History. Include pertinent findings about use of tobacco products, alcohol, non-prescription drugs, etc.;
 - iv. Family History (if pertinent).
- (d) Review of Systems. Review all body systems. Describe any specific complaints and discuss:
- i. Other complaints and symptoms the client has experienced relative to the specific organ systems.
 - ii. Pertinent negative findings considered in making differential diagnosis of current illness or in evaluating the severity of the impairment.
- (e) Physical Examination
- i. Vital signs. Blood pressure; Pulse rate; Respiratory rate; Height and weight without shoes.
 - ii. General appearance. Describe the client's general appearance and pertinent actions during the examination. Comment on ability to dress, undress, get up and down from chair, on and off exam table. If upper extremities are involved, observe and report ability to touch thumb to all finger tips, make a fist, pick up coins from flat surface, button/unbutton, zip/unzip, tie shoes. Note cooperation during exam. If effort or inconsistencies are noted, report Waddell's signs.
 - iii. Specific findings. The examination should concentrate on the systems affected by the client's illness or impairment. Be as detailed as possible.
- (A) Cardiac. Rate, rhythm and sounds, including any murmurs. Evidence of vascular congestion. Description of chest pain.
 - (B) Pulmonary. Describe breath sounds, dullness, wheezes, rales, or coughs.
 - (C) Musculoskeletal

Special Terms and Conditions

1. Report all abnormal findings of range of motion in degrees (for example, "flexion in L-spine to 60 degrees.")
2. Gait and station. Tandem walk, walk on heels/toes, hop, bend, squat. If assistive device is being used, comment on medical basis (i.e. instability, weakness, etc.) Examine with and without assistive device is not contraindicated. Provide details.
3. Ability to use hands to grasp, grip, and manipulate objects. Measure grip strength.
4. Describe any muscle spasm, atrophy, or joint deformity. Do straight leg raises, seated and supine. Be specific on which muscle mass has abnormal findings.

(D) Neurological

1. Describe motor function (0 to 5 scale, 5 is normal). Comment on degree of motor function that may be inhibited by spasticity, rigidity, or pain.
2. Reflex activity, and any sensory deficits. Comment on specific distribution of sensory deficit. (For example, "the client had diminished pin prick over the left calf.") Deep tendon reflexes should be described as to intensity and symmetry.

(E) Myalgias. Evaluate areas of muscle tenderness including tender and trigger points.

*****DO NOT PERFORM PELVIC or BREAST EXAMINATIONS UNLESS AUTHORIZED*****

(f) Laboratory and Diagnostic Studies. Do not perform studies unless they have been specifically authorized in advance. Report x-ray findings and/or actual lab values, with the lab's normal range, or attach the laboratory/x-ray report to the signed report.

(g) Diagnosis and Prognosis

- i. Provide diagnosis and prognosis based on clinical, objective evidence.
- ii. Explain which findings led to the given diagnosis.
- iii. ** Do not give diagnoses based solely on the client's subjective complaints. **

(h) Medical Source Statement (remaining functional abilities). Based on the objective examination findings, give an opinion of the client's ability to perform work related physical activities such as standing and walking, lifting and carrying, sitting, fingering, etc. State which findings led to the assessment. Refrain from reporting the client's subjective alleged impairments and limitations. For example: *Limited ROM, positive x-ray findings, decreased grip strength and swelling of hands would limit client from performing activities involving repetitive handling, fingering or feeling, such as typing.*

- b. Specialty Examination. In instances when a specialty examination is required, the Contractor shall provide the following to DDDS and its DDDS clients the following, in addition to the above reporting requirements of physical examination services: **This is the choice of subcodes of specialty examinations:**

Special Terms and Conditions

3706SS Cardiac Specialty Subcode here

3707SS Neurological Specialty Subcode here

3708SS Orthopedic Specialty Subcode here

3709SS Respiratory Specialty Subcode here

3710SS Rheumatology Specialty Subcode here

- 10. Training Requirements.** With assistance from the DDDS Professional Relations Department, the Contractor shall:
- Ensure that examining specialists understand the Social Security disability program and are familiar with the Listing of Impairments used in evaluating disability in adults and children under the Social Security Disability Insurance Benefits and Supplemental Security Income programs;
 - Train all staff regarding the disability programs and reporting requirements and ensure all examining specialists and other medical staff understand that they may have an evidentiary role in the Social Security Administration's decision-making process;
 - Require that doctors and other medical staff treat clients with courtesy and respect; and
 - Assign a liaison to coordinate activities, resolve day-to-day problems and answer questions from the DDDS staff.
- 11. Billing.**
- 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 the Examination Authorization (Form L9CEVCHR). 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.
 - 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 fifteen (15) minutes late following the appointed time. The Contractor shall request reimbursement using the authorization voucher documented with "no show" or "late cancellation."
- 12. Payment.**
- 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 (e.g. Medicare or Medicaid) for any services rendered.
 - DDDS shall apply the Fee 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

Special Terms and Conditions

Medical Services at the following website: <https://www.dshs.wa.gov/esa/disability-determination-services/disability-determination-services-medical-provider-information>. DDDS reserves the right to revise the payment schedule pursuant to federal regulations.

- c. DDDS shall not authorize payment until the documentation for services rendered (CE Report) is received by the DDDS. DDDS staff may deny or stop payment to the Contractor if the CE Report required under this Contract is delinquent, incomplete, or does not meet the requirements set forth in the Special Terms and Conditions of this Contract.
- 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. 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).
- 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, 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.
- g. DDDS shall reimburse the Contractor for the delivered services if invoices are received by the DDDS no later than one year from the date of the examination.

13. 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.

14. 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 the Examination Authorization (Form L9CEVCHR); and the Schedule of Maximum Allowances for Medical Services payment schedule (fee 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.

15. Disputes.

- a. Request. Either party to the Contract may request contract dispute resolution. (Rates set by law,

Special Terms and Conditions

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
P.O. 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.

16. 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

Special Terms and Conditions

Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insured's.

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

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

or

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

or

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

b. 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.

c. 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.

d. 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.

e. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance,

Special Terms and Conditions

including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

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 Certificate of Insurance shall identify the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the DSHS point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

j. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

k. Waiver

The Contractor waives all rights, claims and causes of action against the State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.

- 17. 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:

Special Terms and Conditions

- 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:

Department of Social and Health Services
Division of Disability Determination Services
Professional Relations Department
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 (10th) day following the effective date of such notice unless a later day is specified in the notice.

SAMPLE

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:
 - a. “Authorized User(s)” means an individual or individuals with an authorized business requirement to access DSHS Confidential Information.
 - b. “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.
 - c. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.
2. **Data Transport.** When transporting DSHS Confidential Information electronically, including via email, the Data will be protected by:
 - a. Transporting the Data within the (State Governmental Network) SGN or Contractor’s internal network, or;
 - b. Encrypting any Data that will be in transit outside the SGN or Contractor’s internal network. This includes transit over the public Internet.
3. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data as outlined in Section 5. Data Disposition may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secured Area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only Authorized Users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to

Special Terms and Conditions

authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

- d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secured Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
- e. **Paper documents.** Any paper records must be protected by storing the records in a Secured Area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.
- g. **Data storage on portable devices or media.**
- (1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:
 - (a) Encrypt the Data with a key length of at least 128 bits
 - (b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.
 - (c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.Physically Secure the portable device(s) and/or media by
 - (d) Keeping them in locked storage when not in use
 - (e) Using check-in/check-out procedures when they are shared, and
 - (f) Taking frequent inventories
 - (2) When being transported outside of a Secured Area, portable devices and media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data.

Special Terms and Conditions

- (3) Portable devices include, but are not limited to; smart phones, tablets, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook/netbook computers if those computers may be transported outside of a Secured Area.
- (4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape), or flash media (e.g. CompactFlash, SD, MMC).

h. Data stored for backup purposes.

- (1) DSHS data may be stored on portable media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition
- (2) DSHS Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements in Section 5. Data Disposition.

4. Data Segregation.

- a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.
- b. DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,
- c. DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,
- d. DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,
- e. DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.
- f. When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

Special Terms and Conditions

5. **Data Disposition.** When the contracted work has been completed or when no longer needed, except as noted in 4.b above, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

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

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