

 <p>Washington State Department of Social & Health Services</p> <p>Transforming lives</p>	<h2>SERVICES CONTRACT</h2> <h3>BHA Recruitment Services</h3>	DSHS Contract Number: Resulting From Procurement Number: 2435-858
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 39.26 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)
CONTRACTOR CONTACT		CONTRACTOR TELEPHONE
DSHS ADMINISTRATION		DSHS DIVISION
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE		DSHS CONTACT FAX Click here to enter text.
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		DSHS CONTACT E-MAIL ADDRESS
CONTRACT START DATE 02/13/2025		ASSISTANCE LISTING NUMBER(S)
CONTRACT END DATE 12/31/2026		CONTRACT MAXIMUM AMOUNT
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <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 Draft - Please Do Not Sign	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE Draft - Please Do Not Sign	PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

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

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- b. **Civil Rights and Nondiscrimination.** Contractor shall comply with all federal and state civil rights and nondiscrimination laws, regulations, and executive orders to the extent they are applicable to

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this Agreement, including, but not limited to, and as amended, Titles VI and VII of the Civil Rights Act of 1964; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); Executive Order 11246; the Health Insurance Portability and Accountability Act of 1996 (HIPAA); the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Chapter 49.60 of the Revised Code of Washington, Washington's Law Against Discrimination. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination laws, regulations, and executive orders, this Agreement may be rescinded, canceled, or terminated in whole or in part.

c. **Nondiscrimination.**

(1) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

(2) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

d. **Certification Regarding Russian Government Contracts and/or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

6. **Confidentiality.**

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

(1) as provided by law; or,

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

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

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- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
- (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
- (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
- (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

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

- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.
 - d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and 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

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by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

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

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
13. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.
14. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
15. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

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

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

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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

Additional General Terms and Conditions – Professional Service Contracts:

18. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
19. **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.
20. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is now, and shall remain, in compliance with Chapter 42.52 RCW, Ethics in Public Service, throughout the term of this Contract.

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- 21. 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 the fifteenth (15th) working day following the date of filing subject to DES approval. In the event DES fails to approve the Contract or any amendment hereto, the Contract or amendment shall be null and void.
- 22. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health and safety of any DSHS client with whom the Contractor has contact.
- 23. Indemnification and Hold Harmless.**
- a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor's duty to indemnify, defend, and hold DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
 - c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
 - d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.
- 24. Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, 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.
- 25. Publicity.** The Contractor shall not name DSHS as a customer, nor use any information related to this Contract, in any format or media, in any Contractor's advertising or publicity without prior written consent from DSHS.
- 26. 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

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- 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.

- 27. Site Security.** While providing services at a DSHS location, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations specific to the DSHS location.
- 28. 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.
- 29. Subrecipients.**
- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
- (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Assistance Listing Numbers (ALN) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned

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Federal laws and regulations.)

- b. **Single Audit Act Compliance.** If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. **Overpayments.** If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

30. 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.

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

- a. Failed to meet or maintain any requirement for contracting with DSHS;
- b. Failed to protect the health or safety of any DSHS client;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

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

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.

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- 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.

33. 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.

34. 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.

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1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Approval" shall refer to a grant of permission by the Approver to the Contractor to move forward with respect to Recruitment Services for a specific or specialized Position.
 - b. "Authorized Designee" means an individual who is designated in writing by the person who is identified in this Contract to provide an approval or direction, to act on such person's behalf with regard to an approval or direction
 - c. "Available" means that a Candidate is available to accept the Position, if offered, and to begin employment in the Position, within the time frames requested by BHA.
 - d. "Behavioral Health Administration" or "BHA" means the administration within the DSHS with responsibility for operating BHA Facilities and programs.
 - e. "BHA Facilities" or "Facility" includes Western State Hospital, Eastern State Hospital; Olympic Heritage Behavioral Health; Child Study and Treatment Center; the Behavioral Health and Treatment Centers located at Maple Lane Campus, Brockmann Campus, and Steilacoom Unit. For purposes of this Contract, "Facility" also includes the Office of Forensic Mental Health Services.
 - f. "Candidate" means the Qualified individual who has agreed that the Contractor may represent them in connection with the Candidate's search for employment and who is Presented by the Contractor to fill a Position as requested by BHA.
 - g. "Contract Manager" or "Approver" means the individual identified as the DSHS Contact on page 1 of this Contract responsible for overall contract management, monitoring Contractor performance, and payment authorization. For purposes of this Contract, the term "Contract Manager" shall include an Authorized Designee
 - h. "Contractor" means the person or entity identified as the Contractor on page 1 of this Contract. As used in this Contract, "Contractor" shall include "Contractor Personnel."
 - i. "Contractor Personnel" or "Contractor Staff" means all employees or subcontractors of Contractor, or any other person permitted by Contractor to provide Services under this Contract. As used in this Contract, "Contractor Personnel" shall include "Contractor."
 - j. "Expenses" means travel, meals and lodging costs incurred by Contractor to pay for a Candidate's travel if specifically authorized in this Contract. Except as approved in writing by the Contract Manager, all Expenses submitted for reimbursement shall be subject to the travel guidelines set forth in Section 10.10 of the Washington State Administrative and Accounting Manual, as summarized here: [WA OFM Travel Information](#).
 - k. "Facility Placement Coordinator" means the person assigned to coordinate recruitment placements.
 - l. "Failed" or "Failed Placement" means that a Candidate who accepted a Position did not begin work in the Position, or did not remain at work in the Position, on a full-time basis, for at least ninety (90) calendar days.
 - m. "Marketing" or "Advertisement" or "Marketing Advertisement" shall refer to a description of a Position that is targeted to engage the interest of potential Candidates in the Position.

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- n. "National Practitioner Data Bank" or "NPDB" means a national repository of information regarding actions taken by authorized organizations regarding health care practitioners, entities, providers, and suppliers.
 - o. "Placement" shall mean the acceptance of an offer of employment by a Candidate with respect to a Position.
 - p. "Placement Coordinator" means the person assigned to coordinate Recruitment Placements.
 - q. "Placement Fee" means the amount payable to Contractor for Recruitment Services resulting in a Placement as provided under Section 9, Consideration of this Contract.
 - r. "Position" shall refer to a specialized and specific opportunity for employment by the state of Washington within BHA and assigned to Contractor for Recruitment.
 - s. "Present" or "Presentation" shall refer to a written notification by Contractor to the Placement Coordinator that Contractor has identified and screened a Qualified Candidate for a Position.
 - t. "Qualified" shall refer to a Candidate who meets all licensure eligibility, educational and experience requirements for a Position. and who is Available, willing to submit an application, and willing to consider accepting a Position, if offered.
 - u. "Recruitment Services" or "Services" or "Recruitment" shall refer to the specialized recruitment activities performed by the Contractor to locate, screen and Present a Qualified Candidate for a specific Position, as described in this Contract.
 - v. "Strategy" shall refer to the activities proposed to be carried out by Contractor to identify Qualified Candidates.
 - w. "Successful Placement" shall mean that Contractor has performed Recruitment Services that have resulted in the employment of a Qualified Candidate within a Position for at least ninety (90) days.
- 2. Purpose.** The purpose of this Contract is for Contractor to provide Services to assist the Behavioral Health Administration and BHA Facilities recruit Candidates to fill vacant Positions, through Successful Placements of Qualified Candidates.
- 3. Licenses.** The Contractor shall have a valid Washington State business license and shall maintain all licenses, registrations and certifications as required by federal, state, and local law or DSHS policy. The Contractor shall submit copies of all current licenses, registrations, certifications, to the Contract Manager prior to providing Services under this Contract and shall provide the Contract Manager with copies of any subsequent renewals or changes.
- 4. Statement of Work.** The Contractor shall actively recruit Qualified Candidates for Placement into Positions as employees of the state of Washington as requested by BHA. Contractor shall do all things necessary for or incidental to the performance of these Recruitment Services, as set forth below:
- a. **Recruitments.** The following steps shall be performed by Contractor for all Recruitments requested by BHA:
 - (1) **Assessment Resulting in Strategy and Marketing Advertisement.** The Contractor shall conduct an assessment with respect to each Position or group of similar Positions identified by BHA to determine Strategies for maximizing the opportunity for a Successful Placement of a Qualified Candidate. As a result, the Contractor shall design a Strategy and a Marketing Advertisement, which shall be subject to

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Contract Manager approval. The Marketing Advertisement shall include the Position description and its practice environment(s) and shall be developed for the purpose of engaging the interest of prospective Qualified Candidates for the Position.

- (2) **Search Services.** The Contractor shall share and promote its Marketing Advertisements as described in its Strategy and shall identify prospective Qualified Candidates. Contractor shall evaluate these individuals telephonically to determine interest level and compatibility for the Position.
 - (3) **Screening Services.** The Contractor shall further screen persons with an interest in the position to determine whether they are Qualified.
 - (4) **Application Services.** The Contractor shall guide Candidates through the process of submitting an application for employment in the Position and, if applicable, an application for the appropriate clinical privileges from the Facility's medical staff .
 - (5) **Interview Services.** Contractor shall confer with the Placement Coordinator to arrange for a telephone or virtual interview. If an on-site interview of a Candidate or site visit is requested or required, written approval by the Contract Manager to the Contractor is required. If an on-site interview or site visit is approved and travel is applicable, Contractor shall arrange travel and accommodations and provide the Candidate with a customized itinerary for the on-site interview. Contractor shall reimburse Candidate Expenses and shall then seek reimbursement as outlined in the Special Terms and Conditions Section 9, Consideration.
 - (6) **Post-Interview Services.** The Contractor shall inform the Placement Coordinator of the Candidate's interest level after the interview. The Contractor shall act as a liaison on behalf of BHA in transmitting offer letters and securing signed acceptance letters from Candidates. Upon acceptance, the Placement Coordinator shall provide copy of the accepted officer letter to the Contract Manager.
- b. **Screening Requirements Generally.** Prior to assisting with the submission of an application for employment and arranging a telephone or on-site interview, the Contractor shall screen prospective Candidates and shall confirm their Availability and willingness to consider accepting the Position, if offered. This screening shall include the following:
- (1) **Permissions.** Contractor shall secure written permission from the Candidate to provide information resulting from screening activities to BHA through its Facility Placement Coordinator.
 - (2) **Reference Checks.** Contractor shall request and transmit to the Placement Coordinator initial reference information on Candidates.
 - (3) **Background Checks.** In accordance with RCW 74.34.070, 74.34.020, 72.05, 43.20A.710 and 43.43.834, and chapter 388-700 WAC, the Contractor shall inform potential Candidates that they must complete and be cleared through a DSHS-approved criminal history and background check conducted by DSHS after a telephone interview but prior to being scheduled for an on-site interview. Contractor shall obtain Background Check instructions from DSHS for the applicable facility or office.
- c. **Credentialing.** Prior to submitting a Presentation to BHA, the Contractor shall review information regarding each potential Candidate to confirm that the Candidate is Qualified and Available for the Position. BHA may reject any Candidate with significant unsatisfactory information. Contractor's credentialing review shall include, but need not be limited to, confirmation of the following:
- (1) Board or Other Certification or Eligibility therefore that is required for the Position;
 - (2) Eligibility to participate in federal and state programs based upon check of the System for Award Management (SAM) and Office of the Inspector General (OIG) exclusion lists (<http://www.sam.gov>)

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and (<http://www.oig.gov>);

- (3) Eligibility to obtain a valid Washington State license to practice the applicable profession associated with the Position; and
 - (4) Completion of educational, clinical training and experience requirements associated with the Position;
 - (5) Satisfactory on-line reviews and report from the National Practitioner Data Bank (NPDB).
- d. **Monthly Reports.** No later than the 15th of the month following the month to which the report applies, the Contractor shall email reports to the Contract Manager and the Placement Coordinator summarizing, with dates and Candidate names as requested, the following with respect to each Recruitment requested by BHA:
- (1) Status of the Recruitment for each Position
 - (2) Specific Recruitment activities, including Marketing and Advertising Activities, performed with respect to each Position through the applicable month
 - (3) Total number of prospective Candidates screened for each Position
 - (4) Total number of Qualified Candidates Presented for each Position
 - (5) Likelihood of Placement for each Position within the timeframe requested.

5. BHA Responsibilities.

- a. **Request for Placements.** BHA shall submit written requests via email for Placements issued by BHA. Requests shall include the number of positions to be filled, the position type, and position description. BHA reserves the right to cancel or suspend a Placement request, in whole or in part, upon written notice to the Contractor if:
 - (1) the funds relied upon to establish a Placement are withdrawn, reduced or limited;
 - (2) additional or modified conditions are placed on funding, such as a hiring freeze or operational change
- b. **Contract Not Exclusive.** BHA may communicate with one or more BHA contractors regarding a planned Recruitment in order to determine which contractors have one or more Candidates who may be Qualified for the Position.
- c. **Review of Presented Candidates.** Upon receipt of a Presentation of Candidate and receipt of an application for employment, BHA shall review the application, and any information provided by Contractor regarding the Candidate and may request additional information. BHA shall notify Contractor by email whether to schedule a telephone or on-site interview.
- d. **Preapproval of On-Site interviews.** If an interview will be conducted on-site at a BHA, the Contract Manager shall preapprove in writing any travel expenses the Contractor proposes to incur with respect to the Candidate's interview, which shall be consistent with state of Washington OFM travel reimbursement guidance found here: [WA OFM Travel Information](#)
- e. **Offers of Employment.** If BHA decides to offer employment to the Candidate, BHA shall provide the Contractor with a copy of the offer letter between BHA and the Candidate. Offers shall be contingent and final only upon successful licensure in the state of Washington, if required for the Position, and successful

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appointment to the Medical Staff and approval of clinical privileges, if required for the Position.

- f. **Acceptance of Employment.** If the Candidate accepts employment in a Position, the Contractor shall facilitate transmittal of the acceptance letter to BHA.
- g. **Failed Placement.** In the event a Candidate who has accepted an offer of employment fails to appear for work or to fulfill their duties for a period of ninety (90) calendar days of full-time employment, fails to secure required licensure, Medical Staff appointment or clinical privileges, or is terminated for cause during the initial ninety (90) days of full-time employment, the Placement shall be deemed to have Failed and the Contractor shall be obligated to refund 20% of the Placement Fees paid to it with respect to the Failed Placement.

6. Multiple Presentations; Direct Applications; Candidate Qualified for Alternate Position.

- a. **One Placement Fee Due; Validity of Presentation.** BHA shall not owe Placement Fees to multiple Contractors when a Candidate has registered with more than one Contractor. A Presentation to BHA shall be valid only if made in writing and in response to a specific request by BHA.
- b. **Overlap of Presented Candidates.** In the event Contractor Presents a Candidate who has already been Presented to BHA by another contractor or has made a direct application for employment in a Position, BHA shall not consider the Presentation by Contractor to be valid unless Contractor provides a written release from the other contractor or other satisfactory documentation of its exclusive right to Present the Candidate with respect to the Position.
- c. **Presentation of Candidates by Multiple Firms.** In the event the same Candidate is Presented to BHA by multiple contractors for Positions that are not similar in category (such as a management position rather than a non-management position) or are within different BHA facilities, the Candidate shall be considered to have been Presented only by the Contractor whose Presentation results in a Placement. It shall be the prerogative of the Candidate to decide which Position to apply for or which offer of employment to accept.
- d. **Presented Candidate Qualified for Different Position.** If a Candidate who is Presented by Contractor is not offered the Position but is Qualified for an alternate vacant Position at BHA, and the Candidate has not been Presented to BHA by another contractor, BHA may agree to request the Contractor Present Candidate for the alternate Position.
- e. **Payment of Fee upon Hire of Previously Presented Candidate by BHA.** BHA shall be obligated to pay Contractor a fee if BHA hires a Presented Candidate previously Presented by the Contractor to BHA, for the same Position within one (1) year of Contractor's Presentation, provided the Candidate has not been validly Presented by another contractor to BHA.
 - (1) If the Candidate accepts employment within six (6) months of Contractor's Presentation of the Candidate, BHA shall pay Contractor a fee of 20% of the Placement Fee.
 - (2) If the Candidate accepts employment after six (6) months of Contractor's Presentation of the Candidate, BHA shall pay Contractor a fee of 10% of the Placement Fee.
 - (3) If after one (1) year, no fee shall be due to Contractor.

BHA reserves the right to fill BHA employment vacancies through its regular employment application processes that occur independent of a Recruitment and no Placement Fee shall be due to the Contractor. BHA shall notify Contractor if it fills a Position through its direct application process.

- (4) If an individual applies directly to BHA and is hired for a Position that the Contractor is assigned to

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Recruit and the Contractor has previously Presented the individual as a Candidate to BHA for the Position within one (1) year of the date of the individual's submission of a direct application for employment to BHA, the Contractor shall be entitled to a fee as specified above.

7. **Hold Harmless.** Contractor agrees to indemnify and hold harmless the state of Washington, DSHS, BHA and applicable facility or office, and their personnel, against any and all claims and liabilities arising, directly or indirectly, from the decision to hire a Candidate if the Candidate is Presented by another contractor or from representation of a Candidate by more than one contractor.
8. **Communication.** Communication concerning this Contract shall be directed to the Contract Manager listed on page 1 of this Contract.
9. **Consideration.** The total consideration payable to Contractor for satisfactory performance of the Services under this Contract shall be the maximum amounts as set forth on page 1 of this Contract or on page 1 of the most recent amendment to this Contract, if applicable and shall include any and all approved travel expenses. Consideration paid to the Contractor shall be based on the following fees:
 - a. **Placement Fees.** If Contractor's Services result in a Successful Placement, the Contractor shall be entitled to a Placement Fee of 20% of the First Year's gross annual salary, as set forth in the Offer Letter. The Placement Fee shall be billable upon commencement of employment in the Position.
 - b. **Expenses.** Only Expenses related to an in-person Candidate interview may be reimbursed to the Contractor under this Contract. The Contract Manager shall provide the Contractor written pre-approval of travel Expenses for a Presented Candidate. Reimbursement of pre-approved travel Expenses shall be in addition to the above Placement Fees and may be invoiced after travel has occurred. At the Contract Manager's discretion and upon notification to Contractor, BHA may elect to reimburse the Candidate directly for Travel Expenses.
 - (1) Travel Expenses shall not exceed the amounts described at [WA OFM Travel Information](#).
 - (2) Airline fares shall be reimbursed at either coach or economy rates.
 - (3) Car rental as shall be reimbursed at either economy or mid-size car rental rates.
 - (4) Receipts for all travel expenses must accompany each associated invoice.
 - (5) Contractor may elect to pay for travel expenses that exceed state rates, but reimbursement shall be limited to charges that are consistent with state of Washington guidelines.
10. **Performance Measures.** The Contract Manager shall track and evaluate Contractor's performance based upon some or all of the Service requirements set forth above in Section 4 and Section 5. In addition, the Contractor's performance may be reviewed based upon the following measures:
 - a. The timeliness of Contractor's Services with regard to Presentations and monthly reports;
 - b. The thoroughness of the Contractor's Marketing Advertisements.
 - c. The Contractor's ability to provide Qualified Presentations.
 - d. The Contractor's ability to secure Placement.
11. **Billing and Payment.**
 - a. **Invoice System.** The Contractor shall submit invoices no later than fifteen (15) calendar days following

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the month in which employment under the Placement begins. Consideration for Services rendered shall be payable upon receipt and acceptance by the DSHS Contract Manager of properly completed invoices submitted to the Contract Manager, with a copy to the following email address: CBS3Institution-Fiscal@dshs.wa.gov with the DSHS Contract number and BHA identified in the Subject line of the email.

The Invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, fees, and any allowable expenses incurred.

- b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance of the properly completed invoices. Interest will accrue on any amounts which are not paid within thirty (30) days of receipt and acceptance at a rate of one (1%) per month, as prescribed in RCW 39.76.011.

Payment shall be sent to the address designated by the Contractor on Page 1 of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

- c. **Duplication of Payment.** The Contractor shall ensure that work performed under this Contract does not duplicate work to be charged to the State of Washington under any other contract or agreement.

12. Non-Exclusive Contract; No Promise of Minimum Volume of Recruitments. This Contract is not exclusive. BHA shall have the right to contract with multiple Recruitment contractors and to utilize their services in its discretion. No representation is made regarding any minimum volume of Positions to be assigned to Contractor for Recruitment.

13. Amendments and Extensions. DSHS may, at its option, offer to amend and extend the term of this Contract for up to two (2), two-year periods, in which case, the Contractor and DSHS shall enter into a written amendment providing for such extension(s), which shall incorporate the same rates set forth in this Contract as originally issued.

14. Confidential Information. Candidate referrals, curriculum vitae and references are confidential. BHA shall not disclose any information concerning any of the Candidates to a third party except as required by law.

15. Insurance. The Contractor shall comply with and maintain all insurance requirements as listed below. Failure to maintain sufficient coverage shall not relieve the contractor of their duty of indemnification. The Contractor agrees to provide evidence of such insurance coverage upon request of DSHS within five (5) business days.

- a. **General Liability Insurance.** The Contractor shall maintain Commercial General Liability Insurance coverage for bodily injury, property damage, and contractual liability in limits of \$2,000,000 per occurrence and \$4,000,000 in aggregate. The policy shall include liability arising out of premises, operations, personal injury, advertising injury, and liability. The Contractor shall name The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, as additional insured on its commercial general liability insurance.
- b. **Workers' Compensation.** The Contractor shall maintain Workers' Compensation insurance in amounts as required by law covering its employees who are in any way engaged in or connected with the performance of services under this Contract. DSHS expressly acknowledges and agrees that Recruitment Candidates are not employees of the Contractor.
- c. **Evidence of Coverage.** The Contractor, upon request by DSHS, shall submit a copy of the Certificate of Insurance and additional insured endorsement (a blanket endorsement shall be acceptable) to the DSHS CBS contract specialist evidencing the coverage required under the Contract. The Certificate of Insurance shall identify the Department of Social and Health Services as a Certificate Holder.

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- d. **Material Changes.** The Contractor shall give DSHS forty-five (45) days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the Contractor shall give DSHS ten (10) days advance written notice of cancellation.

16. Disputes. In the event of a dispute, the Contractor may request resolution in accordance with the following:

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

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