CONTRACT NO. KC-040-27
KITSAP COUNTY CONTRACT FACE SHEET
FOR SUB-RECIPIENT CONTRACTS USING FEDERAL AWARDS

CFR 200.332 Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable and supplement answers with unavailable information later obtained. All information below is required.

Subrecipient's unique entity identifier: HKK6M4KZLVY9

Federal Award Identification Number (FAIN): OAA 3B #2601WAOAPH-02

Federal Revenue Award Date: January 1, 2026

Subaward Period of Performance Start and End Date: January 1, 2026- September 30, 2027

☒ Check to verify the information is in contract:

☒ Subrecipient's name (must match the name associated with its unique entity identifier):

☒ Federal award identification: NA

☒ Subaward Budget Period Start and End Date: January 1, 2026- September 30, 2027

☒ Amount of Federal Funds Obligated in the subaward: NA

☒ Amount of Federal Funds Obligated to subrecipient by the pass-through entity, including current financial obligation: NA

☒ Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: NA

☒ Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA): NA

☒ Name of Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity: NA

☒ Dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement: NA

☒ Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414): NA

CONTRACT NO. KC-040-27
AGING AND LONG-TERM CARE PROGRAM SERVICES CONTRACT

This Aging and Long-Term Care Program Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision with its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and Young Mens Christian Association (YMCA) of Pierce and Kitsap Counties, a Washington state nonprofit corporation, with its principal offices at 4717 S 19th Street, Ste 102, Tacoma, WA 98405 ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM, EFFECTIVE DATE, DEFINITIONS

1.1 Term, Effective Date. The Contract is effective January 1, 2027 ("Effective Date") and terminates on December 31, 2027 ("Term") unless extended or terminated earlier. This Contract is not effective until signed by an authorized County representative. The Contract may be extended for additional consecutive terms at the mutual agreement of the parties, not to exceed a total of $25,000.

1.2 Definitions. Unless the context requires otherwise, these definitions apply and the singular includes the plural:

A. Applicable Law means all federal, state, and local statutes, ordinances, regulations, and industry standards as amended, regardless of whether specifically cited by the County. This includes, without limitation, all laws governing health, safety, employment, and data privacy, chapters 74.08 (Public assistance eligibility standards), 74.34 (Abuse of Vulnerable Adults), 74.36 (Funding for community programs for the aging), 74.38 (Senior citizens services act), and 74.41 (Respite care services) RCW; Washington State Department of Social and Health Services regulations, Department of Health Home Care Agency licensing standards, and Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules.

B. Claim means any obligation, loss, lawsuit, liability, damage, judgment, settlement, fine, or expense of any kind or nature whatsoever, including without limitation all costs of Claim processing, investigation, and reasonable attorneys' fees, arising out of or related to this Contract or the negligent or wrongful acts, errors, or omissions of the Contractor or its Personnel. This term includes without limitation bodily injury, sickness, disease, disability, death, infringement, misappropriation, or unauthorized use of any third party's intellectual property, patent, copyright, trademark, or trade secret right, or loss or damage to tangible or intangible business or property, including the loss of use.

C. Confidential Information means all non-public records, Personally Identifiable Information, Protected Health Information (as defined by HIPAA), financial data, proprietary or sensitive data, and information in any form provided to, acquired, or developed by Contractor and its Personnel under this Contract, including all participant and client records. It excludes information becoming public through no fault of Contractor; was known to Contractor before receipt; is legally obtained from a third party; or is independently developed without use of County's information.

D. Contract means this core agreement and all Attachments, Exhibits, and any signed Amendments, all of which are incorporated herein by reference.

E. HITECH means the Health Information Technology for Economic and Clinical Health Act of 2009 and its Business Associate provisions.

F. Indemnitees means Kitsap County and its officials, employees, volunteers, and agents.

G. Intellectual Property means all inventions, patents, copyrights, trade secrets, trademarks, service marks, trade names, slogans, logos, designs, formulas, software code, data, and any other proprietary rights or intangible assets recognized by law , whether or not registered or capable of registration, including all Work Product and Pre-Existing Intellectual Property.

H. Personnel means Contractor and any individual, or entity, utilized by Contractor, directly or indirectly, to perform Services, regardless of the existence of a formal agreement or compensation, including employees, subcontractors, agents, volunteers, and interns.

I. Personally Identifiable Information means as defined in RCW 42.56.590 and RCW 19.255.010, as amended and includes any other non-public information that, if disclosed, would require notification to the affected individual under Applicable Law.

J. Pre-Existing Intellectual Property means any Intellectual Property that has been independently developed by Contractor or a third party prior to the effective date of this Contract or outside the scope of the Services, and which was not developed as Work Product for the County.

K. Services means all labor, professional care, direct caregiving, and materials reasonably necessary to perform and complete the requirements identified in the Statement of Work. This term includes any administrative reporting or deliverables required by the County to verify the delivery of care.

L. Subcontract means any contract, express or implied, between the Contractor and another party, or between a Subcontractor and another party, delegating or assigning, in whole or in part, the furnishing of any service required for the performance of this Contract.

M. Subcontractor means any individual, partner, firm, corporation, or other legal entity, including independent consultants, entering into a Subcontract with Contractor to perform any portion of the Services or provide Work Product under this Contract.

N. Work Product means all deliverables, data, reports, analyses, documents, specifications, surveys, films, samples, models, software code, scripts, algorithms, configurations, and any other materials (tangible or intangible), prepared, produced, or developed by Contractor or its Personnel to or for County under this Contract.

1.3 Precedence. This Contract governs all transactions between the parties. Any terms in a Contractor-issued purchase order, invoice, website, software clickwrap, online portal, or similar document are expressly rejected and have no force or effect, even if signed by the County. In the event of a conflict between Contract documents, the order of precedence is: (a) Applicable Law and state and federal grant requirements; (b) Contract Amendments; (c) Sections 1 through 12 of this Contract; (d) Contract Attachments and Exhibits; and (e) the solicitation, if any, as accepted by the County.

1.4 Attachments. The following Attachments are incorporated into this Contract by this reference:

- Attachment A: Older American Act Special Terms and Conditions
- Attachment B: Statement of Work
- Attachment C: Budget Summary

- Attachment D: Interlocal Agreement Older Americans Act
- Attachment E: Data Share and Security Requirements
- Attachment F: Contractor Agreement on Nondisclosure of Confidential Information
- Attachment G: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment H: Certification Regarding Lobbying
- Attachment I: Assurance of Compliance Rehabilitation Act
- Attachment J: Assurance of Compliance Civil Rights Acts
- Attachment K: Assurance of Compliance Omnibus Budget Reconciliation
- Attachment L: Contractor Signature Page
- Attachment M: Kitsap County Audit Form

SECTION 2. STATEMENT OF WORK, STANDARDS, SUBCONTRACTS

2.1 Statement of Work. The Contractor shall perform all Services identified in Attachment B in strict compliance with this Contract. Contractor shall keep the County informed of the progress of the Services in the manner and at the intervals requested by the County.

2.2 Equipment, Vehicles, and Labor. Unless otherwise agreed in writing, Contractor shall provide its own labor and furnish all vehicles, equipment, tools, and materials required to perform the services. No material, labor, or facilities will be provided or furnished by the County.

2.3 Standards. The Contractor warrants that: (a) It and its Personnel possess the professional knowledge, clinical qualifications, and resources to perform the Services to the County's reasonable satisfaction; (b) All Services shall be performed by qualified, trained, and credentialed Personnel consistent with prevailing home care industry standards; (c) It shall, at its own expense, maintain all necessary professional licenses, state registrations, and permits required by the Washington Department of Health (DOH) and Department of Revenue (DOR) to perform this Contract; (d) It shall ensure all Personnel clear mandatory background checks in strict compliance with Washington State DSHS requirements prior to providing direct care Services; and (e) It shall promptly correct any administrative nonconformance, billing error, or operational omission at its own expense.

2.4 Personnel Qualifications. In accordance with Washington State DSHS regulations, the Contractor ensures that all Personnel delivering direct care services undergo mandatory criminal background checks under RCW 43.43.830 prior to client placement. Contractor shall ensure all caregivers maintain active, valid certifications (such as Certified Nursing Assistant or Home Care Aide) as required by the Washington State Department of Health. If required, Contractor and its Personnel shall submit to any additional background checks as directed by the County.

2.5 Quality Assurance, Remediation. Contractor agrees that any clinical or operational nonconformance, error, or omission reported by the County or a participant shall be investigated immediately by the Contractor. Contractor shall initiate corrective action or client service remediation within 24 hours of notification at its sole expense.

2.6 Independent Contractor. The parties are independent contractors. Nothing in the Contract creates a partnership, joint venture, or employer-employee relationship. Contractor has sole control over the manner and means of performing Services and complete responsibility for its Personnel. Contractor is responsible for the conduct of its Personnel and shall ensure their compliance with all requirements, obligations, and restrictions set forth in this Contract;

any act or omission by Personnel shall be deemed an act or omission of the Contractor. Neither Contractor nor its Personnel are employees or agents of County. Contractor and its Personnel are excluded from all County employee benefits. Contractor is solely responsible for all insurance and compensation related to its Personnel. Contractor shall promptly remove any Personnel at County's reasonable request.

2.7 Subcontracts. Contractor is solely responsible for the performance and payment of its Subcontractors. All Subcontracts must incorporate the terms and conditions of this Contract. No subcontract creates a contractual relationship between any subcontractor and County. Contractor shall pay subcontractors within 30 days of receiving payment from County. In accordance with Washington State DSHS guidelines, Contractor shall not Subcontract with other individuals or entities for the delivery of non-medical home care or respite services. Subcontracting is permitted solely for licensed Registered Nurses performing mandatory nurse delegation tasks. Contractor shall provide the County with a list of all such Subcontractors and their proposed responsibilities.

SECTION 3. COMPENSATION, PAYMENT

3.1 Maximum Compensation. Total payments under this Contract will not exceed $ 25,000 per term of the contract, as identified in Attachment C (Budget Summary). Any expenditures beyond the approved budget are the sole responsibility of the Contractor.

3.2 Invoice Submission. The Contractor shall submit one invoice to the County per month for payment of services completed to date. Invoices must be submitted using the Department of Human Services Contractor Invoice Form and must meet the minimum itemization, tracking, and data requirements specified by the County.

3.3 Payment Terms. The County will make reasonable efforts to pay the Contractor within thirty (30) days of receiving a complete, correct, and compliant invoice. Remittance of payment does not constitute a waiver of the County's right to challenge performance or seek legal remedies.

3.4 Insurance, W-9 Compliance. All payments are contingent upon the Contractor maintaining compliance with all insurance requirements and submitting a current IRS Form W-9 to the County. Payments may be suspended in whole or part during any period of noncompliance.

3.5 Invoicing Deadlines and Restrictions. Advance payments are not authorized. Payment for services under this agreement will be by reimbursement of actual costs in accordance with the line item budget. The County must receive requests for reimbursement no later than the tenth (10^{th}) day of the month following the month to be reimbursed. The County is not liable for, and may reject, any invoice submitted later than thirty (30) days after the termination or expiration of this Contract. Final payment is contingent upon the submission of a completed Local Match Certification Form, if applicable.

3.6 Additional Client Fees Prohibited. Contractor shall not charge or accept additional remuneration from any client, relative, friend, guardian, or attorney for Medicaid services provided under this Contract outside of specifically permitted cost-sharing programs or explicit written County authorization. If this provision is violated, the County may assert an overpayment recovery claim against the Contractor on its own behalf, on behalf of the client, or both.

3.7 Reimbursement of Disallowed Funds. If it is determined that any funds disbursed under this Contract violated the terms and conditions herein, Contractor shall reimburse those sums to

the County within 30 calendar days of receiving a written demand. No prior payment or action by County agents constitutes a waiver of this provision.

3.8 Reasonable and Allowable Expenditures. Contractor shall ensure that all costs incurred for equipment, tools, and supplies under this Contract are reasonable and necessary, and do not exceed reasonable market value. Wages paid to personnel must align with current prevailing market rates for personnel of similar qualifications and experience.

3.9 Budget Shifts and Modifications. Contractor must obtain a written contract amendment prior to making any cumulative budget transfers among direct cost categories that exceed 5% of the total budget for any funding source.

3.10 Wage and Supply Cap Restrictions. Contractor shall pay no wages in excess of the usual and accustomed wages for personnel of similar background, qualifications, and experience. Furthermore, the Contractor shall pay no more than reasonable market value for equipment and/or supplies purchased under this Contract.

SECTION 4. TERMINATION

4.1 Convenience. The County may terminate the Contract, in whole or in part, without penalty, by giving Contractor ten (10) days' prior written notice.

4.2 Availability of Funds. Payment is contingent upon availability of appropriated funds. If funding is reduced, withdrawn, or limited in any way, after the Contract becomes effective, the County may in its discretion and without penalty: (a) modify the total Compensation; or (b) terminate the Contract in whole or part. Contractor waives all claims for anticipated profits, overhead, or damages resulting from funding reductions.

4.3 Default. The County may immediately terminate the Contract, in whole or in part, if Contractor fails to cure a performance deficiency within ten (10) days of receiving written notice from the County, or if Contractor: (a) breaches a material term; (b) fails to provide Services in accordance with the authorized Statement of Work; (c) makes a misrepresentation or breaches a warranty; or (d) is debarred or suspended. Contractor shall immediately notify the County of any suspension or debarment. If a termination for default is later found unjustified, it shall automatically convert to a Termination for Convenience.

4.4 Procedures. Upon notice of termination, Contractor shall immediately stop all Services as directed, notify Personnel, and minimize further costs. All Work Product shall be delivered to the County promptly upon request. County's sole liability is payment for Services satisfactorily performed and accepted through the termination date. No costs incurred after termination shall be paid.

4.5 Refunds, Final Payment. Contractor shall refund any advance payments for unperformed Services within fifteen (15) days of termination. The County may withhold a final payment until all Work Product has been delivered to and accepted by the County. Contractor's acceptance of final payment shall constitute a full and final release of the County from all right to payment under this Contract.

SECTION 5. INDEMNIFICATION

5.1 Indemnification. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, defend, and hold harmless Indemnitees from and against all Claims arising out of or related to Contractor's performance or failure to perform the Contract, whether such Claims arise from the acts, errors, or omissions of Contractor, its Personnel, or anyone for

whose acts they may be liable. Except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, Contractor shall indemnify Indemnitees against all Claims. For any Claim against an Indemnitee by Contractor's Personnel, Contractor's indemnification obligation shall not be limited by any amount or type of damages, compensation, or benefits payable under workers' compensation or other employee benefit acts. Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated.

5.2 Limited Waiver of Sovereign Immunity. Contractor hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the County relating to, or arising under, this Contract.

5.3 Notice, Tender. County will provide Contractor with notice of the assertion of liability by a third party or the filing of a Claim. Contractor must formally accept or deny the tender of defense in writing within 30 days of receipt of notice, or sooner to avoid prejudice to an Indemnitee. Contractor's denial or failure to timely assume the defense is a material breach and County may, in its sole discretion, withhold payment of any money due Contractor. County may, at its option, assume its own defense and, after providing five (5) business days' notice, settle the Claim in good faith at Contractor's expense without consent.

5.4 Settlement Authority. The County reserves the unlimited right, but not the obligation, to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of Contractor's indemnity and defense obligations under the Contract. Contractor shall not compromise or settle any Claim without County's prior written consent, which shall not be unreasonably withheld. However, County may withhold consent in its sole discretion if the settlement: (a) imposes any non-financial obligation, operational restriction, or policy change upon an Indemnitee; (b) requires an admission of fault, liability, or wrongdoing by an Indemnitee; (c) fails to include a full, unconditional release of Indemnitees; (d) creates a legal precedent or financial impact that prejudices County's long-term interests; or (e) conflicts with Applicable Law.

5.5 Costs, Inconsistent Defenses. Contractor shall pay all reasonable defense costs (including attorneys' fees, litigation expenses, and investigation costs) as incurred, without reservation of rights, and prior to resolution of any Claim. This obligation relates back to the date the Claim first arose, regardless of tender date. If both are parties, and County concludes its legal defenses are different from, additional to, or inconsistent with Contractor's, County may select separate counsel at Contractor's sole expense. Contractor must keep County informed of the defense and comply with County's requests for information, including providing non-privileged documents and data.

SECTION 6. INSURANCE

6.1 Minimum Insurance Required. Contractor and its Subcontractors shall maintain all insurance required in this Section until all Contract obligations are completed, including any warranty period. Insurers must be licensed in Washington State and have an A.M. Best rating of not less than A-VIII. Insurance coverage shall meet or exceed the greater of the minimum limits required by this Contract or the actual limits of Contractor's policies. The use of alternative insurers, self-insurance, or any other variance from these insurance requirements requires the County's prior written consent.

6.2 Commercial General Liability ("CGL"). Contractor shall maintain CGL coverage on an occurrence form with limits not less than $2,000,000 per occurrence and $4,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, property damage,

premise operations, contractual liability, products-completed operations, personal advertising injury, independent contractor liability, and stop gap employer's liability. Coverage shall not contain sub-limits below the minimum required, without County's prior written consent.

6.3 Business Automobile Liability.

A. ☒Minimal Use Exception. The Business Automobile Liability insurance requirement in Section B does not apply if vehicle use is limited to direct, routine commuting or travelling to and from a single fixed work location (excluding travel between County facilities or job sites during the workday). In such cases, Contractor must only maintain personal automobile insurance meeting Washington State minimum requirements. This exception is void if Contractor transports equipment, materials, Personnel, or others, or otherwise operates a vehicle in the performance of Services under this Contract.

B. ☐Business Automobile Liability. Contractor shall maintain Business Automobile Liability coverage for all Owned, Hired, and Non-owned vehicles with a limit of at least $1,000,000 per occurrence and $2,000,000 aggregate. This requirement may be satisfied by a CGL endorsement.

6.4 Cyber Risk Liability. This coverage must include information theft, computer and data loss replacement or restoration, release of private information, alteration of electronic information, notification costs, credit monitoring, forensic investigation, cyber extortion, regulatory defense (including fines and penalties), network security, and liability to third parties from failure(s) of contractor to handle, manage, store, and control personally identifiable information belonging to others. The policy must include full prior acts coverage. Limits should be $1 million per covered claim without sublimit, $2 million annual aggregate.

6.5 Workers' Compensation, Employer Liability. Workers' Compensation, Employer Liability. If required by law, Contractor shall maintain workers' compensation insurance as required by Title 51 RCW. For Contracts exceeding $50,000, Contractors required to maintain workers' compensation insurance shall also maintain Employer Liability ("Stop Gap") coverage of at least $1,000,000. Stop Gap coverage shall include all claims and liability arising out of Contractor's Title 51 waiver in this Contract.

6.6 Umbrella or Excess Liability. Contractor may satisfy CGL and Automobile Liability limits through an Umbrella or Excess Liability policy. The annual aggregate limit must not be less than the "Each Occurrence" limit required for CGL or Automobile Liability.

6.7 General Policy Conditions. CGL, Business Automobile Liability, and Umbrella/Excess policies shall name Indemnitees as Additional Insureds through endorsement or blanket/automatic additional insured coverage. Coverage shall apply on a primary and non-contributory basis. CGL coverage shall be at least as broad as ISO form CG 20 10. Indemnitee designation does not apply to self-insured government entities or entities insured through an authorized government risk pool.

6.8 Subrogation, Responsibility. Contractor waives rights of subrogation against Indemnitees, unless the policy prohibits the waiver. Contractor shall ensure subcontractors comply with these requirements or include them as insureds under Contractor's policies. Contractor is solely responsible for deductibles and self-insured retentions. County does not represent that minimum limits are sufficient to protect Contractor, nor shall these limits limit Contractor's total liability. Failure to report a Claim shall not impair coverage for

Indemnitees.

6.9 Proof of Coverage, Notice. The Certificate of Insurance and endorsement shall identify the Contract number and require ten (10) days prior notice to County for nonpayment of premium, and 30 days' prior notice for cancellations or reductions in coverage. The Certificate of Insurance, endorsements, and all insurance notices shall be sent to: *Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.*

6.10 Review of Policy Provisions. Upon request, Contractor shall provide complete copies of all insurance policies. County reserves the right to reject any policy, insurer, or self-insurance retention limits that fails to meet Contract requirements.

6.11 Sovereign Immunity Insurance Endorsement. If Contractor is a federally recognized Indian tribe, Contractor's liability insurance policies (including Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability) shall include an endorsement stating that the insurance carrier shall not assert the defense of tribal sovereign immunity to deny payment of any claim, loss, or judgment up to the limits of the policy.

SECTION 7. STATUTORY AND REGULATORY COMPLIANCE

7.1. Compliance with Laws. Contractor, its Personnel, and all Services provided under this Contract shall comply with all Applicable Law. Contractor shall maintain all required professional licenses, permits, state business registrations, and Unified Business Identifier (UBI) certifications , pay all applicable fees and taxes , and strictly adhere to all Department of Social and Health Services (DSHS) Program Management Bulletins , Division of Aging Policies and Procedures, and the 2020–2023 Area Plan in their performance under this Contract.

7.2. Audit, Record Retention. Contractor shall retain all records related to Contract performance for six (6) years after termination or expiration, or longer if requested by County. Records are subject to inspection and audit and shall be made promptly available at no cost upon request. If an audit reveals a billing overpayment of 5% or more, or a material breach of data security, Contractor shall reimburse County for the audit costs. Contractor shall incorporate these requirements into all subcontracts and Personnel agreements.

7.3. Independent Annual Audit Requirements. Contractor shall obtain an annual financial audit conducted by an independent certified public accountant or the Washington State Auditor's Office to evaluate the fiscal integrity of Contractor's financial transactions and reporting in accordance with generally accepted auditing standards and Government Auditing Standards. If Contractor expends $1,000,000 or more in federal awards during its fiscal year, the audit must meet all requirements of 2 CFR Part 200, Subpart F (Uniform Guidance). Contractor shall submit the audit report, the accompanying management letter, and a completed Kitsap County Audit Form (Attachment M) to the Kitsap County Department of Human Services within 9 months of the end of Contractor's fiscal year, alongside documentation verifying that Contractor's Board of Directors has reviewed and accepted the audit findings.

7.4. Asset Tracking, Property Ownership. Title and ownership of all equipment, tools, and property with a single-item purchase price of $1,000 or more and a life expectancy of more than 12 months purchased using funds under this Contract shall vest entirely in the County. Contractor shall maintain property record cards and identification tags on all such assets. Upon expiration or termination of this Contract, or at the County's request, Contractor shall

immediately return or account for all County-owned property.

7.5. Accessibility. Contractor warrants all Services and Work Product comply with applicable technical standards for web and mobile accessibility set forth in 28 CFR § 35.200 (WCAG 2.1, Level AA). Contractor shall promptly remediate any non-conformance at its sole expense. This requirement applies to all Work Product, regardless of whether it is intended for internal County use or public distribution. Contractor shall provide accessible versions simultaneously with initial delivery and shall provide a Voluntary Product Accessibility Template (VPAT) upon request. This warranty survives Contract termination to ensure County compliance with ADA Title II and 89 FR 31320.

7.6. Nondiscrimination. Contractor shall not discriminate against any person based on characteristics protected by law, including race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, or disability. Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all other applicable non-discrimination laws in the performance of the Contract.

7.7. Vulnerable Adult Protection. Contractor and its Personnel shall strictly comply with the Abuse of Vulnerable Adults Act (Chapter 74.34 RCW). Contractor shall ensure all staff are trained as mandatory reporters and immediately report any suspected abandonment, abuse, financial exploitation, or neglect to the DSHS centralized toll-free communication system.

7.8. Statement of Assurance. Contractor shall follow all Older Americans Act (PL 89-73) and Code of Federal Regulations mandates pertinent to Area Agencies on Aging. Specifically, Contractor assures that preference will be given to older individuals with the greatest economic or social needs, outreach efforts will target low-income minorities, limited English-speaking, and rural elderly, and methods for determining service priority will be developed and published. Contractor shall also comply with the Omnibus Budget Reconciliation Act of 1990 Advance Directives attached hereto.

7.9. Religious Activities. If Contractor is a faith-based or religious organization, it retains its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs. Contractor may not use any funding provided under this Contract to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization, nor may Contractor condition the provision of services under this Contract upon a participant's engagement in any such explicitly religious activities.

7.10 Russian Government Contract and Investment Restrictions. Contractor shall comply strictly with the requirements of Washington Governor's Directive 22-03, as amended. By executing this Contract, Contractor certifies that it is not presently an agency of the Russian government, an entity owned to any extent by the Russian state, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. Contractor shall include this exact certification in all subcontracts. Contractor shall immediately notify the County in writing if, during the Term, Contractor or its subcontractors fail to comply with this certification. The County may immediately terminate this Contract for cause upon written notice for any violation of this section.

SECTION 8. OWNERSHIP, CONFIDENTIAL INFORMATION, DATA SECURITY

8.1 Ownership. All Work Product developed by Contractor under this Contract shall be the property of County. Such property is a "work made for hire" under the U.S. Copyright Act, 17 U.S.C § 101, and Intellectual Property rights shall vest in County upon creation. County

shall have the right to copyright, patent, register, and transfer these rights. Contractor shall assist in perfecting County's ownership. County and its designees may utilize and modify Work Product. County may grant Contractor a revocable, non-exclusive license to use Work Product, excluding County Confidential Information. Ownership of Work Product does not include Pre-Existing Intellectual Property.

8.2 Pre-Existing Intellectual Property. Contractor retains ownership of Pre-Existing Intellectual Property. To the extent Pre-Existing Intellectual Property is incorporated into Work Product, Contractor grants County an irrevocable, perpetual, non-exclusive, and royalty-free license to use, modify, and sublicense such Pre-Existing Intellectual Property. This license allows County and its designees to utilize the Work Product for its intended purpose and related operations.

8.3 Warranty of Non-Infringement. Contractor warrants that Services, Work Product, and County's use shall not infringe upon any copyright, patent, trade secret, trademark, or other IP or proprietary right.

8.4 Confidential Information. Contractor shall maintain the strict confidentiality of all Confidential Information belonging to, provided by, or developed for the County, and shall secure it to prevent unauthorized access, use, or disclosure. Access to such information is limited to Personnel requiring it solely to perform Services. Contractor shall use reasonable safeguards to protect County data and Confidential Information and shall comply with all applicable County security policies, as amended. County data must be stored and supported within the continental United States. No County data shall be accessed by or transferred to a foreign jurisdiction without County's prior written consent. Upon Contract expiration or termination, Contractor shall promptly return Confidential Information to County or destroy it as directed by County. If destruction is required, Contractor shall provide written certification of destruction.

8.5 Security Breach, Notification. If unauthorized access, use, disclosure, or other security breach involving Confidential Information occurs, Contractor shall immediately notify the Contract Representative (within 24 hours of discovery). In data loss, corruption, or unauthorized encryption, Contractor shall, at its sole expense, restore County data to its prior state within 48 hours. Contractor is solely responsible for all costs and liabilities from the investigation, notification, and remediation of a breach, including compliance with Applicable Law, RCW 19.255.010, and RCW 42.56.590.

SECTION 9. CONFLICT, RECORDS, PUBLICATION, ADVERTISING

9.1. Conflict, Debarment, and Anti-Lobbying. Contractor certifies it has no conflict of interest, and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any government agency. Contractor shall execute the formal Debarment and Suspension Certification (Attachment G) and the Lobbying Certification (Attachment H) upon execution of this Contract. Contractor shall verify eligibility via SAM.gov and Washington debarment lists before any Personnel perform Services and certifies that no federal funds shall be used for lobbying purposes. Contractor shall provide immediate written notice of any debarment, suspension, or investigation occurring during the Term. Any such status, or the engagement of an ineligible subcontractor, constitutes an immediate material breach.

9.2. Public Records. This Contract and all related records are subject to the Washington State Public Records Act, Chapter 42.56 RCW (PRA). Contractor shall make records available in the requested format within ten (10) business days of a request, or sooner if required to meet a PRA deadline, at no cost to County. Contractor acknowledges it may be deemed to

be the functional equivalent of a public agency and shall provide all records subject to disclosure if held by County. If Contractor claims an exemption, it must clearly mark the record as confidential and provide the legal authority. Contract price and terms are not confidential. If County receives a request for records marked confidential, County's sole obligation is to make a reasonable effort to notify Contractor of the release date. County has no obligation to claim an exemption on Contractor's behalf. Contractor is responsible for obtaining a court order to enjoin disclosure under RCW 42.56.540 before the release date. County is not liable for releasing records under the PRA if Contractor fails to obtain a court order.

9.3. Publication Restrictions. Contractor shall not publish, distribute, or disclose any results, data, or outcomes of the Services performed under this Contract without the prior written permission of the County.

9.4. Media, Advertising, Endorsement. Contractor shall not use this Contract for promotion, imply County endorsement, or use any County name, trademark, or logo without prior written consent. County's prior written is also required before releasing any media announcement related to this Contract.

SECTION 10. REMEDIES, DISPUTES, GOVERNING LAW

10.1. Failure to Perform; Remedies. If Contractor fails to perform any material obligation, which is not cured within ten (10) days following notice from County, County may: (a) withhold payment until the failure is cured; (b) treat the failure as a good faith dispute under RCW 39.76.020; (c) demand written assurance of performance; or (d) procure substitute services. Contractor is liable for all excess costs and cover damages incurred by County. County shall be entitled to offset against any sums due Contractor for any defects, damages, or expenses incurred due to Contractor's nonconforming performance. Contractor remains responsible for the accuracy of Services and the correction of errors or omissions even after County acceptance and the termination or expiration of the Contract. In an emergency or threat to public health or safety, County may take immediate remedial action or procure substitute services at Contractor's expense without prior notice. County rights and remedies are cumulative; failure to exercise any right or insist upon strict performance is not a waiver of subsequent breaches.

10.2. Disputes. Conflicts shall be promptly brought to the attention of County's Contract Representative. Any dispute relating to performance or compensation shall be decided by County's Contract Representative in a written decision, which shall be final. This does not prohibit either party from seeking judicial relief.

10.3. Governing Law; Venue. This Contract shall be governed by the laws of the State of Washington. Venue for any such claim shall be exclusively in the Kitsap Superior Court. Contractor hereby voluntarily consents to the personal jurisdiction of said courts solely for this purpose and hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the County relating to, or arising under, this Contract.

SECTION 11. NOTICE, CONTRACT REPRESENTATIVE

11.1. Notice. All notices, requests, demands, or other formal communications required or permitted under this Contract must be in writing. A notice will be deemed sufficiently given only if personally served, mailed by registered or certified mail (postage prepaid), or sent via email immediately followed by a backup hard copy dispatched via First Class mail to the Contract Representative of the other party. Personal service is effective immediately, physical mail is effective three (3) days after deposit, and email is effective on the date sent

if transmitted before 5:00 PM Pacific Time on a regular business day without a bounce-back. Any email notice sent after 5:00 PM, or on a weekend or recognized County holiday, will be deemed effective at 9:00 AM on the next business day.

11.2. Contract Representative. Each party will maintain the Contract Representative designated below, which may be changed by providing 15 days' prior written notice to the other party.

County's Contract Representative	Contractor's Contract Representative
Name: Stacey Smith	Name: Toko Thompson
Title: Kitsap Aging Administrator	Title: Vice President and Chief Operating Officer, YMCA
Address: 614 Division St., MS- 5 Port Orchard, WA 98366	Address: 4717 S 19th Street, St 102 Tacoma WA 98405
Phone: (360) 337-5700	Phone: (253) 534-7812
Email: sasmith@kitsap.gov	Email: tthompson@ymcapkc.org

SECTION 12. GENERAL PROVISIONS

12.1 Amendment. No amendment or modification to the Contract will be effective without the prior written consent of the parties' authorized representatives.

12.2 Successors and Assigns. To the extent permitted by law, the Contract is binding on the parties' respective partners, successors, assigns, executors, and legal representatives.

12.3 Assignments. Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other party.

12.4 Time of the Essence. Time is of the essence in the performance of Contract services. No extension or variation of this Contract will operate as a waiver of this provision.

12.5 Implied Contract Terms. Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

12.6 Headings/Captions. Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.

12.7 No Party the Drafter. The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.

12.8 No Third-Party Beneficiary. No provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.

12.9 Integration, Severability. The parties acknowledge that the Contract is the product of negotiation and represents the parties' entire agreement concerning its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract. If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

12.10 Survival. The provisions of this Contract that by their sense and purpose should survive termination of the Contract shall so survive. Those provisions include, without limitation: Section 1 (Term, Effective Date, Definitions), Section 2 (Statement of Work, Standards, Subcontracts), Section 5 (Indemnification), Section 6 (Insurance), Section 7 (Statutory and Regulatory Compliance), Section 8 (Ownership, Confidential Information, Data Security), Section 9 (Conflict, Records, Publication, Advertising), and Section 10 (Remedies, Disputes, Governing Law).

12.11 Counterparts, Electronic Signature. The Contract may be executed in counterparts, each deemed an original, and all together constituting one agreement. An electronic signature shall have the same legal effect as a handwritten signature.

12.12 Authorization. Each party warrants they have the authority to execute this Contract on behalf of the party for whom they sign.

Dated this 11th day of Nov, 2026.

YMCA

Toko Thompson

Toko Thompson, Vice President & CFO

Dated this 17 day of November 2026.

KITSAP COUNTY

Doug Washburn, Human Services Director

ATTACHMENT A: SPECIAL TERMS AND CONDITIONS

Older Americans Act

This delivery of services to the elderly is pursuant to: the Older Americans Act of 1965, as Amended, and/or State of Washington Senior Citizens Services Act of 1976, as Amended; and the Kitsap County Division of Aging and Long Term Care Area Plan for Aging Services.

The Contractor agrees to abide by the terms of RCW Chapters 74.08, 74.34, 74.36, 74.38, and 74.41 and any rules and regulations promulgated thereunder. All activities conducted under this Contract shall be in accordance with Federal and State regulations as referenced in the Aging and Long Term Support Administration Policies and Procedures for Area Agency on Aging operations.Contractor shall provide those services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the approved Special Terms and Conditions, Statement of Work and within the Budget which are attached to the Contract and incorporated by this reference. A description of the services to be performed by the Contractor is set forth in Attachment B: Statement of Work.

County shall provide for ongoing technical assistance to the Contractor providing services under this Contract. Such technical assistance shall be provided onsite, by telephone, through written communication, and/or via group training sessions.

County shall distribute, in a timely manner, to the Contractor relevant information, changes in policy, technical assistance, and information issues received from the Aging and Long Term Support Administration.

PROGRAM INCOME

Program income shall be used by the Contractor in accordance with the Department of Heath and Human Services, Administration of Grants, Federal Regulations, Title 45, Part 92, Section 25. Costs borne by the program income may be used to satisfy cost sharing or matching requirements (45 C.F.R. § 25 (g) (3)).

CONTRIBUTIONS FOR SERVICES FUNDED UNDER THE OLDER AMERICANS ACT

1. THE CONTRACTOR MUST:
   a) Provide each older person with a free and voluntary opportunity to contribute to the cost of the service;
   b) Protect the privacy of each older person with respect to his or her contribution;
   c) Establish appropriate procedures to safeguard and account for all contributions; and
   d) Use all contributions to expand the services of the project(s) under this Contract. Nutrition service providers must use all contributions to increase the number of meals served.

2. CONTRIBUTION SCHEDULES

   Each Contractor may develop a suggested contribution schedule for services provided under this Contract. In developing a contribution schedule the provider must consider the income ranges of older persons in the community and the provider's other sources of income.

3. INABILITY TO CONTRIBUTE

The Contractor receiving Older Americans Act funds under this Contract may not deny any older person a service because the older person will not or cannot contribute to the cost of the service.

4. CONTRIBUTIONS AS PROGRAM INCOME

Contributions made by older persons are considered program income.

REPORTING REQUIREMENTS

1. INSPECTION, MAINTENANCE OF RECORDS

a) The Contractor shall provide County financial, program, and other reports at the intervals and in the formats required by County. The Contractor's failure to submit required reports in a timely manner may result in County's withholding payment of Reimbursement Requests submitted for reimbursement of funds related to the delinquent report(s).

County requires the Contractor to comply with the requirements of the computerized client tracking system used by County. As may be required by County, client demographic data, service history and/or reports shall be submitted to County in any or all of the following formats:

i. Hard copy
ii. Electronic media as may be specified by County
iii. Encrypted Email

If a computerized report format is required, the Contractor will be provided the necessary software and training on its use. Required monthly participant information and demographics are referenced in the Statement of Work. County will provide technical assistance as necessitated by the reporting requirements. Data required or procedures for client tracking may change periodically.

b) Subcontractors providing service on a firm fixed price basis shall provide semi-annual cost reports reflecting the total cost picture (including revenues) for the Project. These shall be in addition to the service reports required as a basis for reimbursement.

c) Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services, DSHS or County, Contractor must submit full and complete information related to Contractor's business transactions that include:

i. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $20,000 during the 12-month period ending on the date of the request; and

ii. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

d) Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42. CFR 455.105(c).

Definitions.

a. "AAA" or "Contractor" shall mean the Area Agency on Aging (AAA) that is a party to this agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS.

b. "Agreement" means this Agreement, including all documents attached or incorporated by reference.

c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.

d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards must be in conformance with 2 CFR Part 200 Subpart E – Cost Principles for State, Local, Non-Profit, and Indian Tribal Governments.

e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.

f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.

g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.

h. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.

i. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.

j. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.

k. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

l. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

m. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment,

payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.

n. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

o. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit.

p. "HIPAA" means the Health Information and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

q. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

r. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.

s. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, healthy, finances, education, business, use of receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, drivers license numbers, other identifying numbers, and any financial identifiers.

t. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

u. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://slc.leg.wa.gov/.

v. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

w. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

x. "Subcontract" means any separate agreement or contract between the AAA 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 Agreement.

y. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are

specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.

z. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

aa. "Supplies" means all tangible personal property other than equipment as defined herein.

bb. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://slc.leg.wa.gov/.

cc. "Unique Entity Identifier (UEI)" means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

1) **Statement of Work**. The AAA and its subcontractors shall perform the services as set forth in the attached Interlocal Agreement Older American Act, under Statement of Work.

2) **Billing Procedure**. The AAA shall pay all allowable and allocable costs incurred as evidenced by proper invoice on a monthly basis in accordance with the Budget. The AAA shall request payment using forms as designated by DSHS.

3) **Contingency Upon Notice of Award (NOA)**

This Contract is contingent upon the Washington State Department of Social and Health Services (DSHS) receiving the Calendar Year 26 Federal Older Americans Act (OAA) for funds used to pay for the services under this Contract. DSHS will notify the Area Agency on Aging (AAA) once the CY26 OAA NOA has been received.

Any goods or services performed by the AAA and its subcontractor prior to DSHS's written notification that the NOA has been received are undertaken solely at the AAA's own risk. DSHS does not authorize, approve, or assume any obligation for payment for goods or services provided before the receipt of the NOA.

4) **Confidentiality.** In addition to General Terms and Conditions confidentiality language, the AAA or its Subcontractors may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings or audits. The AAA and its Subcontractors shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS.

5) **Unique Entity Identifier (UEI).** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their UEI Number for this Agreement.

6) **Background and Fingerprint Checks.** Background check will be completed with staff prior to having unsupervised access to clients and then every two years thereafter, and as required

under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. Fingerprint check is required for staff residing in the state less than three (3) consecutive years before employment (this is not required to be updated every two years as long as in state residency remains continuous). Documentation of successful completion of required background and fingerprint checks must be maintained.

7) **Grant requirements.** Contractor shall adhere to the following in carrying out requirements of this Contract:
   a. Contractor employee whistleblower rights and requirement to inform employees of whistleblower rights (sep 2013)

      1. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

      2. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, s described in section 3.908 of the Federal Acquisition Regulation.

      3. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold https://www.acquisition.gov/far/part-2#FAR_2_101 as described in 48 CFR 2.101.

8) **Duty to Disclose Business Transactions**. Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, Contractor must submit full and complete information related to Contractor's business transactions that include:

   The ownership of any subcontractor with whom the Contractor has had transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

   Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

   Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42 CFR 455.105(c).

9) **State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.

ATTACHMENT B: STATEMENT OF WORK

SECTION I: EVIDENCE-BASED PROGRAM

A. Program Requirements:

Enhance®Fitness

1. The Contractor will *provide Enhance®Fitness* classes: an evidence-based group physical activity program developed specifically for older adults aged 60 years and older. The goal of Enhance®Fitness is to improve the overall functional fitness and well-being of older adults. The exercises focus on four key areas important to the health and fitness of older individuals:
    - stretching and flexibility;
    - low impact aerobics;
    - strength training; and
    - balance to minimize fall risk.

    Fidelity to the evidence-based model include one-hour classes, three times a week, per facility. The new program shall be made available to non-members in at least one Kitsap-based YMCA facility. Classes at the Gig Harbor YMCA, with Kitsap County participants, are eligible. Kitsap county residents participating virtually are also eligible to participate in a class at either location.

2. The Contractor agrees to the following:
    a) Provide classroom space for at least one (1) Enhance®Fitness exercise class for program participants. Classrooms must accommodate up to twenty-five (25) people per class. Facilities shall be available one (1) hour per class, three (3) times per week;

    b) Provide an Enhance®Fitness trained program fitness instructor. Fitness instructors must be certified by a nationally recognized fitness organization such as YMCA, ACE, or ACSM. Instructors must attend the required EnhanceFitness Instructor training. Fitness instructors must possess current CPR certification;

    c) Provide secure storage space for Enhance®Fitness related exercise equipment and educational materials;

    d) Conduct outcomes testing in the first week of classes and repeated every four months. Tests may include the Bicep Curl to test upper body strength, the 8 Foot Up and Go to test balance and mobility, and the Chair Stand to test lower body strength.

    e) Post any cancellation notices deemed necessary within the organization;

    f) Collect, maintain and submit Enhance®Fitness class attendance records on a monthly basis. The attendance service logs shall accompany the monthly invoice and expenditure reports.

3. The following equipment and materials may be made available to the program and participants during the class:
    - Adjustable ankle and wrist weight cuffs;
    - Rolling cart for the weights;
    - Sturdy, armless straight-back chairs;
    - Music;
    - Performance measure equipment to include stop watch; five-pound (5) and eight-pound (8) hand-weights; tape measure; and cone.

B. Evidence-Based Program Reporting Requirements:

Enhance®Fitness is a continued evidence-based program.

1. The Contractor is required to, at minimum, collect participant information as required by the EnhanceFitness evidence-based program standards.
2. The Contractor is responsible for collecting attendance records and service log demographics for all class participants served under this contract.
    a. The Contractor shall provide monthly attendance records that includes
    The participant's:
        - name or unique identifier
        - age
        - zip code
        - Contractor's membership status
        - dates of participation

    Class information of:
        - facility name
        - type of class (in-person or virtual)

    The monthly attendance record shall indicate:
        - If the participant is new to the program, within the past 12 months

    b. The following information is required *each month*:
        - Total number of unduplicated participants' self-reported and voluntary, demographic data for:
            1. ethnicity,
            2. race,
            3. gender,
            4. income above or below 100% of the federal poverty level,
            5. preferred language, and
            6. veteran status
        - Total number of in-person classes offered
        - Total number of virtual classes offered

c. The Older American Act Performance System (OAAPS) categorizes this program as Health Promotion evidence-based non-registered services.

Federal Poverty Guidelines, issued annually by the Office of Management and Budget (OMB) and adjusted annually by the U.S. Department of Health and Human Services, must be used to determine below poverty status for participant information reporting.

SECTION II: PERFORMANCE TARGETS and SATISFACTION SURVEY

Performance targets are used to determine if the new program is reaching the intended community need. They are not intended to be used for payment reimbursement.

Kitsap County residents age 60 years and older shall be counted. This includes individuals that participant in the program available through the Gig Harbor facility.

Projected total unduplicated clients served for CY (Jan- Dec. 2027)	50
Projected total unduplicated served each month	15

PROGRAM SATISFACTION SURVEY

The Contractor shall develop and distribute a satisfaction survey to all participants. The evidence-based program satisfaction survey may be used. The survey results shall be compiled with a report submitted to Kitsap County Aging & Long Term Care at the end of the calendar year.

SECTION III: MONITORING/ASSESSMENT PROCEDURES

1. The County will conduct monitoring and performance assessments of services provided under this Agreement, at reasonable times and with reasonable notice, at least once during the contract period. The Aging and Long-Term Care annual risk assessment shall determine the type of monitoring conducted.

2. Monitoring and assessment activities include, but are not limited to, review of service and financial reports, including all books, records, documents, and other data, facilities, activities, and on-site visits by County staff or their designee, state, or federal representatives.

3. Unless the County elects to terminate this Agreement for cause, when findings from monitoring efforts or audits show that there are apparent violations of the terms or conditions of this Agreement, the Contractor and the County shall negotiate a mutually agreeable plan of action to address the identified problem. If the parties are unable to come to agreement, the Contractor may file a complaint, as specified in this Agreement.

ATTACHMENT C: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Payment for services under this Contract shall be through a firm fixed price. Unearned funds from one project period will not be carried over into any succeeding period.

Funds awarded to the Contractor under this Contract are contingent upon the ability of the Contractor to spend the funds according to the Budget as attached as Attachment C shall be a rate of spending of the funds during the period of the terms of the Contract that shall be in a manner as defined in this Contract for both parties.

ALLOWABLE COSTS

In order to be allowable, County must approve costs. The following procedures govern approval of these costs:

a) INDIRECT COSTS
When costs are treated as indirect costs, acceptance of the costs as part of the indirect cost rate or cost allocation plan shall constitute approval.

b) DIRECT COSTS
1) When costs are treated as direct costs, they shall be approved in advance.
2) If costs are specified in a budget, approval of the budget shall constitute approval of the costs.
3) If costs are not specified in a budget or there is no approved budget, the Contractor shall obtain specific prior approval in writing.

c) WAIVER OF REQUIREMENT
County may conditionally waive the requirement for its approval of direct costs. Such conditional waiver shall apply only to the requirement for approval. If, upon audit or otherwise, it is determined that the costs do not meet other requirements or tests for allow ability specified by the applicable cost principles, such as reasonableness and necessity, the costs may be disallowed and the Contractor shall be fully responsible for any such direct costs incurred.

This contract allows the subcontractor to invoice 1/12th of the balance each month. This allows for staff costs associated with "no shows" to be reimbursed.

Budget Table
YMCA
January 1, 2027- December 31, 2027

Program/Funding Source	Total	1st Quarter (Jan-Mar)	2nd Quarter (Apr - Jun)	3rd Quarter (Jul - Sep)	4th Quarter (Oct - Dec)
Older Adult Evidence-Based Program					
III-D	25,000	6,250	6,250	6,250	6,250
Total	25,000	6,250	6,250	6,250	6,250

Funding Source	CFDA #	Amount
Title III-D	93.043	17,000
Title III-B	93.044	8,000

ATTACHMENT D: INTERLOCAL AGREEMENT OLDER AMERICAN ACT

[DSHS Agreement #2669-68181 Effective January 1, 2026- September 30, 2027]. Any subcontract for the Kitsap County Area Agency on Aging is subject to the provisions of the applicable Interlocal Agreement between the Department of Social and Health Services and the Area Agency on Aging, unless otherwise provided for in the contract between the Kitsap County Area Agency on Aging and the Contractor. When referencing the applicable Interlocal Agreement in relation to the subcontract, the Kitsap County Area Agency on Aging replaces DSHS and contractor replaces AAA.

AAA General Terms and Conditions

1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

2. **Assignment.** Except as otherwise provided herein, the AAA shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the AAA's obligations by the third party.

3. **Client Abuse.** The AAA shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.

4. **Client Grievance.** The AAA shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the AAA or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.

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

6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. DSHS and the AAA shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.

7. **AAA Certification Regarding Ethics.** By signing this Agreement, the AAA certifies that the AAA is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.

8. **Debarment Certification.** The AAA, by signature to this Agreement, certifies that the AAA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The AAA also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the AAA's duty to provide services under this Agreement.

9. **Disputes.** In the event of a dispute between the AAA and DSHS, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the AAA shall present their grievance in writing to the Assistant Secretary for Aging and Long-Term Support Administration. The Assistant Secretary shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. If the dispute remains unresolved after the Assistant Secretary's determination, either party may request intervention by the Secretary of DSHS, in which event the Secretary's process shall control. The Secretary will make a determination within 45 days. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties. However, if the Secretary's determination is not made within 45 days, either party may proceed with judicial or quasi-judicial action without awaiting the Secretary's determination.

10. **Drug-Free Workplace.** The AAA shall maintain a work place free from alcohol and drug abuse.

11. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.

12. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

13. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.

14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

15. **AAA Provider Contracting Insurance Requirements**

The AAA shall include the following insurance requirements in all AAA Provider Contracts entered into pursuant to this Contract, at AAA Provider Contractor's expense, the following insurance coverages, and comply with the following insurance requirements.

a. General Liability Insurance

The AAA Provider Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under- Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than $2,000,000 per occurrence and $4,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under their 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 AAA, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

b. In lieu of general liability insurance mentioned in Subsection a. above, if the AAA Provider Contractor is a sole proprietor with less than three (3) contracts, the AAA Provider Contractor may choose one of the following three (3) general liability policies, but only if attached to a professional liability policy. 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 AAA Provider Contractor wherever the service is performed with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds;

Or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insured:

Or

Premises Liability Insurance if services are provided only at their recognized place of business, including coverage for bodily injury, property damage with minimum limits of $2,000,000 per occurrence; and $4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds.

c. Professional Liability—if needed (errors & omissions)

The AAA Provider Contractor shall maintain insurance of at least $1,000,000 per occurrence, $2,000,000 General Aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use, and damages because of negligent acts, errors, and omissions in any way related to this contract.

d. Workers' Compensation

The AAA contractor shall comply with all applicable Workers' Compensation, occupational disease, and occupational health and safety laws and regulations. The AAA, State of Washington, and DSHS shall not be held responsible for claims for Workers' Compensation under Title 51 RCW by the AAA Provider Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the AAA Provider Contractor under the Contract shall include coverage for the acts and omissions of the AAA Provider Contractor's employees and volunteers. In addition, the AAA Provider Contracts 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.

f. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

g. Insurers

The AAA contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a current Best's Reports' rating of A-, Class VII, or better.

h. Evidence of Coverage

The AAA Provider Contractor shall, upon request by AAA, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the AAA Provider Contractor under this Contract. The Certificate of Insurance shall identify the AAA 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 AAA Provider Contractor shall maintain copies of Certificate of Insurance, policies, and additional insured endorsements for each AAA Provider Contractor as evidence that each AAA Provider Contractor maintains insurance as required by the Contract.

i. Material Changes

The insurer shall give the AAA point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal of any insurance policy required under this Contract. If cancellation is due to non-payment of premium, the insurer shall give the AAA ten (10) days advance written notice of cancellation. Failure to provide notice as required may result in termination of the Contract.

j. Waiver of Subrogation

AAA contractor waives all rights of subrogation against the AAA and DSHS for the recovery of damages are or would be covered by insurance required under the Contract. AAA contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies whether or not the AAA and DSHS receive the waiver of subrogation endorsement from the insurer.

k. Coverage Limits

By requiring insurance, the AAA does not represent that the coverage and limits required in this Contract will be adequate to protect the AAA Provider Contractor. Such coverage and limits shall not limit the AAA Provider Contractor's liability in excess of the required coverage and limits, and shall not limit the AAA Provider Contractor's liability under the indemnities and reimbursements granted to the AAA, the State, and DSHS in this Contract.

l. Primary Coverage

All AAA Provider Contractor's insurance provided in compliance with this Contract shall be primary and shall not seek contribution from insurance or self-insurance programs afforded to or maintained by the AAA. Insurance or self-insurance programs afforded to or maintained by the AAA shall be in excess of, and shall not contribute with, insurance required of the AAA Provider Contractor and any AAA Provider Contractor's Contractor under this Contract.

m. Waiver

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

n. Liability Cap

Any limitation of liability cap set forth in this Contract shall not preclude the AAA from claiming under any insurance maintained by the AAA contractor pursuant to this Contract, up to the policy limits.

o. Business Automobile Liability Insurance

The AAA contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the AAA contractor or owned by the AAA Provider Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit. The AAA Provider Contractor's carrier shall provide the AAA with a waiver of subrogation or name the AAA as an additional insured.

p. Indemnification and Hold Harmless

(1) The AAA Provider Contractor shall be responsible for and shall indemnify, defend, and hold the AAA and 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 AAA contractor's performance or failure to perform this Contract, or b) the acts or omissions of the AAA contractor.

(2) The AAA contractor's duty to indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include the AAA and DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.

(3) 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.

(4) Nothing in this term shall be construed as a modification or limitation on the AAA contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

16. Insurance Required for AAA.

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

The AAA certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

SASS ☑ The contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable and shall, prior to the execution of this Agreement by DSHS, provide proof of coverage to the effect to the DSHS contact on page one of this Agreement ; or

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

Commercial General Liability Insurance (CGL)---to include coverage of bodily injury, property damage, and contractual liability, with the following minimum limits: Each occurrence--$2,000,000; General Aggregate--$4,000,000. The policy shall include liability arising out of premises, injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees, shall be named as additional insureds.

17. Maintenance of Records. During the term of this Agreement and for six (6) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the AAA's invoices to DSHS and all expenditures made by the AAA to perform as required by this Agreement.

For the same period, the AAA shall maintain records sufficient to substantiate the AAA's statement of its organization's structure, tax status, capabilities, and performance.

18. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Services, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.

19. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal CFR, CMS Waivers and Medicaid State Plan;

b. State of Washington statues and regulations;

c. ALTSA Management Bulletins and policy manuals;

d. This Agreement; and

e. The AAA's Area Plan.

20. **Ownership of Client Assets.** The AAA shall ensure that any client for whom the AAA or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The AAA or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the AAA or Subcontractor shall immediately release to the client and/or DSHS all of the client's personal property.

21. **Ownership of Material.** Material created by the AAA and paid for by DSHS as a part of this Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the AAA uses to perform this Agreement but is not created for or paid for by DSHS is owned by the AAA and is not "work made for hire"; however, DSHS shall have a license of perpetual duration to use, modify, and distribute this material at no charge to DSHS, provided that such license shall be limited to the extent which the AAA has a right to grant such a license.

22. **Ownership of Real Property, Equipment and Supplies Purchased by the AAA.** Title to all property, equipment and supplies purchased by the AAA with funds from this Agreement shall vest in the AAA. When real property, or equipment with a per unit fair market value over $5000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS. If the per unit fair market value of equipment is under $5000, the AAA may retain, sell, or dispose of it with no further obligation. Proceeds from the sale or lease of property that was purchased with revenue accrued under the Case Management/Nursing Services unit rate must be expended in Medicaid TXIX or Aging Network programs.

When supplies with a total aggregate fair market value over $5000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS. If the total aggregate fair market value of equipment is under $5000, the AAA may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

23. **Ownership of Real Property, Equipment and Supplies Purchased by DSHS.** Title to property, equipment and supplies purchased by DSHS and provided to the AAA to carry out the activities of this Agreement shall remain with DSHS. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

24. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. DSHS and the AAA shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. DSHS and the AAA agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the AAA enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

25. **Restrictions Against Lobbying.** The AAA certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the AAA, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the AAA must file a disclosure form in accordance with 45 CFR Section 93.110.

The AAA shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this section and requiring subcontractors to certify and disclose accordingly.

26. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.

27. **Subcontracting.**

a. The AAA may, without further notice to DSHS; subcontract for those services specifically defined in the Area Plan submitted to and approved by DSHS, except subcontracts with for-profit entities must have prior DSHS approval.

b. The AAA must obtain prior written approval from DSHS to subcontract for services not specifically defined in the approved Area Plan.

c. Any subcontracts shall be in writing and the AAA shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all

client services Subcontracts unless an exception to including a particular term or terms has been approved in advance by DSHS.

d. Subcontractors are prohibited from subcontracting for direct client services without the prior written approval from the AAA.

e. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the AAA may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.

f. In any contract or subcontract awarded to or by the AAA in which the authority to determine service recipient eligibility is delegated to the AAA or to a subcontractor, such contract or subcontract shall include a provision acceptable to DSHS that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.

g. If DSHS, the AAA, and a subcontractor of the AAA are found by a jury or trier of fact to be jointly and severally liable for damages rising from any act or omission from the contract, then DSHS shall be responsible for its proportionate share, and the AAA shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, DSHS and the AAA shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the AAA. This term shall not apply in the event of a settlement by either DSHS or the AAA.

h. Any subcontract shall designate subcontractor as AAA's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. AAA shall ensure that all client records and other PHI in possession of subcontractor are returned to AAA at the termination or expiration of the subcontract.

28. Subrecipients.

a. General. If the AAA is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the AAA shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the AAA 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 Federal laws and regulations.)

b. Single Audit Act Compliance. If the AAA is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA 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 the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.

(1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.

29. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.

30. **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. The Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. At DSHS's discretion, DSHS may give notice to the AAA to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written

notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

(3) If the AAA'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 AAA. 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.

31. Termination for Convenience. The Contracts Administrator may terminate this Agreement or any in whole or in part for convenience by giving the AAA at least thirty (30) calendar days' written notice. The AAA may terminate this Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.

32. Termination for Default.

a. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the AAA, if DSHS has a reasonable basis to believe that the AAA has:

(1) Failed to meet or maintain any requirement for contracting with DSHS;

(2) Failed to perform under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

b. Before the Contracts Administrator may terminate this Agreement for default, DSHS shall provide the AAA with written notice of the AAA's noncompliance with the agreement and provide the AAA a reasonable opportunity to correct the AAA's noncompliance. If the AAA does not correct the AAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The AAA may terminate this Agreement for default, in whole or in part, by written notice to DSHS, if the AAA has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the AAA;

(2) Failed to perform under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

d. Before the AAA may terminate this Agreement for default, the AAA shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the AAA may then terminate the Agreement.

33. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.

c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.

d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.

34. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the AAA shall ensure that any adult client receiving services from the AAA under this Agreement has unrestricted access to the client's personal property. The AAA shall not interfere with any adult client's ownership, possession, or use of the client's property. The AAA shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the AAA shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the AAA from implementing such lawful and reasonable policies, procedures and practices as the AAA deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **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 Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

36. Definitions

a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,

modification or destruction of information or interference with system operations in an information system.

m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

37. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

38. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:

a. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

b. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

(4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

(5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

39. Individual Rights.

a. Accounting of Disclosures.

(1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

(3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

(1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

40. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5).

41. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

42. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate

bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

43. Breach Notification.

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.

b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

(1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

(2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

(3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and

(4) DSHS will take appropriate remedial measures up to termination of this Contract.

44. Miscellaneous Provisions.

a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the

HIPAA Rules.

Special Terms and Conditions

1. **Definitions.**

a. "AAA" or "Contractor" shall mean the Area Agency on Aging that is a party to this agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS

b. "Agreement" means this Agreement, including all documents attached or incorporated by reference.

c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.

d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.

f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.

g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.

h. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.

i. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement

j. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.

k. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

l. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

m. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.

n. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

o. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit.

p. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

q. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

r. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.

s. "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.

t. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

u. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://slc.leg.wa.gov/.

v. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

w. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

x. "Subcontract" and "AAA Provider Contract" means any separate agreement or contract between the AAA 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 Agreement.

y. "Subcontractor" and "AAA Provider Contractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.

z. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

aa. "Supplies" means all tangible personal property other than equipment as defined herein.

bb. "WAC" means the Washington Administrative Code. All references in this Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://slc.leg.wa.gov/.

cc. "Unique Entity Identifier (UEI)" means a unique number assigned to all entities (public and private companies, individuals, institutions, or organizations) who register to do business with the federal government.

2. **Statement of Work.** The AAA shall perform the services as set forth in the attached Statement of Work (Exhibit A).

3. **Billing Procedure.** DSHS shall pay to the AAA all allowable and allocable costs incurred as evidenced by proper invoice by the AAA submitted to DSHS on a monthly basis in accordance with the Budget (Exhibit B), which is attached hereto and incorporated herein. The AAA shall request payment using forms as designated by DSHS.

4. **Payment.** DSHS shall pay the AAA upon acceptance by DSHS of properly-completed invoices and approval of required reports. DSHS shall pay the AAA an amount not to exceed the maximum consideration specified on Page 1 of this Agreement for the satisfactory performance of all work set forth in the Statement of Work. If this Agreement is terminated, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

If the AAA claims and is reimbursed for costs under this Agreement which DSHS later finds were claimed in error or not allowable costs under the terms of this Agreement, DSHS shall recover those costs and the AAA shall fully cooperate during the recovery.

DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Agreement. Unless otherwise specified in this Agreement, DSHS shall not pay any claims for payment for services submitted more than forty-five (45) days after completion of the contract period. The AAA shall not bill DSHS for services performed under this Agreement, and DSHS shall not pay the AAA, if the AAA has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

***LTCOP Expenditures Note**: In order to maintain fidelity to the ACL required LTCOP Maintenance of Effort (MOE), Title 3B and Title 7 minimum expenditures allocations for the Ombudsman program must be expended within the current fiscal year (meaning, within the first nine (9) months of the OAA contract term—(January 1, 2026 – September 30, 2026). Each AAA is required to meet or exceed its 2019 Title 3B and Title 7 spending levels for ombudsman services or if the current allocated amount is less than the 2019 requirement, AAAs are required to spend the full 2026 allotment.*

The AAA shall complete and submit the attached Local Match Certification Form (Exhibit C) with their final billing. Final payment will not be made without the completed form.

5. **Grant Award Documents.** Exhibit D, Notice of Award, is attached hereto and incorporated herein. Future Notices of Awards for this Agreement will be posted at AAA - Notice of Awards and AAAs will be notified when the Notice of Awards are posted.

6. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the AAA or its Subcontractors may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings or audits. The AAA

and its Subcontractors shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS.

7. **Unique Entity Identifier (UEI).** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their UEI Number for this Agreement. The Contractor's UEI Number is LD6MNJ62JQD1. If the UEI Number changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and provide the correct UEI Number.

8. **Amendment Clause Exception**. The only exception to the General Term and Condition Amendment clause (clause 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email DSHS its acceptance of the amendment prior to final signing of the amendment.

9. **Background and Fingerprint Checks.** Background check will be completed with staff prior to having unsupervised access to clients and then every two years thereafter, and as required under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. Fingerprint check is required for staff residing in the state less than three (3) consecutive years before employment (this is not required to be updated every two years as long as in state residency remains continuous). Documentation of successful completion of required background and fingerprint checks must be maintained.

10. **Grant requirements.** Contractor shall adhere to the following in carrying out requirements of this Contract:

    a. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

        (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

        (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

        (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold https://www.acquisition.gov/far/part-2#FAR_2_101 as described in 48 CFR 2.101.

    b. Recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member'" or similar references to familial relationships to reflect

inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.**

11. **Area Plan**. The Contractor will work with HCLA to answer and resolve any CY26 Area Plan budget allocation, direct services approvals, contracts and commercial relationships approval, and 7.01 planning questions/revisions within one month of receipt of questions from HCLA.

12. **Duty to Disclose Business Transactions**. Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services or DSHS. Contractor must submit full and complete information related to Contractor's business transactions that include:

    The ownership of any subcontractor with whom the Contractor has had transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

    Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request. Failure to comply with requests made under this term may result in denial of payments until the requested information is disclosed. See 42 CFR 455.105(c).

13. **State or Federal Audit Requests.** The Contractor is required to respond to State or Federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.

Special Terms and Conditions

Exhibit A, Statement of Work

The AAA shall comply with the Older Americans Act, 45 CFR (Parts 1321, 1322, 1323, and 1324), the Policies and Procedures for Area Agency on Aging Operations Manual, program guidelines and standards, the Department of Social and Health Services (DSHS) Home and Community Living Administration (HCLA) Long Term Care Manual, Management Bulletins, and all other applicable state and federal laws and regulations, in carrying out the following obligations under this Agreement:

1. **Area Plan.** The AAA shall continue to implement their DSHS approved area plan in accordance with DSHS guidelines. The area plan shall provide for a comprehensive and coordinated community-based system of services for older individuals living in the AAA planning and service area, in accordance with the requirements and assurances in the Older Americans Act. A budget supporting projections of OAA services with number of clients to be served and number of units of service to be provided shall be developed and submitted to DSHS/HCLA annually for the period of January 1 – December 31.

2. **Services provided by the AAA.** The AAA shall provide services according to its approved Area Plan and the Older Americans Act to target those in the Greatest Economic Need and Greatest Social Need as defined by each Planning and Service Area (PSA).

3. **Sub-recipient Requirements.** As a sub-recipient of federal funds from the Department of Health and Human Services, the AAA shall comply with federal grant sub-recipient requirements contained in 45 CFR 92.

Special Terms and Conditions

Exhibit C



Funds Match Certification

(This form must be submitted with final contract billing.)

I, _____ certify that local funds and/or in-kind items
PRINT NAME

_____ were provided in the amount of $ _____
TYPE AND SOURCE OF PRIVATE / LOCAL FUNDS / ITEMS

_____ were provided in the amount of $ _____
TYPE AND SOURCE OF NON-PROFIT FUNDS / ITEMS

_____ were provided in the amount of $ _____
TYPE AND SOURCE OF FEDERAL FUNDS / ITEMS

and were used to match funds paid during the time period of _____ through _____ for

_____
TYPE OF SERVICE/CONTRACT

NAME OF ENTITY	
NAME OF AUTHORIZED AGENT	CONTRACT / VENDOR NUMBER
AUTHORIZED REPRESENTATIVE'S SIGNATURE DATE	TITLE OR POSITION
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TELEPHONE NUMBER

Instructions

Name:	Printed name of the entity's agent authorized to complete certification form.
Type and source of funds:	The type and source of funds used. Please break out different types of funding sources. Not all funding sources will be necessary to complete each certification. In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).
Dollar amount:	Dollars that were used to match funds paid during the time period. Dollars reported must agree with amount on the final billing.
Time frame:	Period of time the services were provided.
Type of service/contract:	Services eligible for matching.
Name of entity:	Name of entity that is providing the funding match.
Name of authorized agent:	Name of agent, if different than "name of entity" above, that is authorized to act on behalf of entity.
Contract/vendor number:	The contract or vendor number of the entity.
Authorized representative's signature.	The signature of the entity authorized representative.

Special Terms and Conditions

Date: Date when form was completed.

Title or position: Title or position of entity authorized representative

Printed name: Printed name of authorized representative.

Telephone number: Telephone number of authorized representative. Include the area code.

ATTACHMENT E: DATA SHARE AND SECURITY REQUIREMENTS

[DSHS Agreement #2669-67196] Effective January 1, 2026 – December 31, 2027. Any subcontract for the Kitsap County Area and Long-Term Care is subject to the provisions of the applicable Interlocal Data Share Agreement between the Department of Social and Health Services and the Area Agency on Aging, unless otherwise provided for in the contract between the Kitsap County Area Agency on Aging and the Contractor. When referencing the applicable Interlocal Data Share Agreement in relation to the subcontract, the Kitsap County Area Agency on Aging replaces DSHS and contractor replaces AAA.

AAA General Terms and Conditions

1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.

2. **Assignment.** Except as otherwise provided herein, the AAA shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the AAA's obligations by the third party.

3. **Compliance with Applicable Law and Washington State Requirements.**

   a. **Applicable Law.** At all times during the term of this Agreement, the AAA and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.

   b. **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.

4. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. DSHS and the AAA shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if allowed by law and requested in writing by the party to the Agreement that provided the information.

5. **AAA Certification Regarding Ethics.** By signing this Agreement, the AAA certifies that the AAA is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.

6. **Debarment Certification.** The AAA, by signature to this Agreement, certifies that the AAA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The AAA also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the AAA's duty to provide services under this Agreement.

7. **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.

8. **Disputes.** In the event of a dispute between the AAA and DSHS, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the AAA shall present their grievance in writing to the Assistant Secretary for Aging and Long-Term Support Administration. The Assistant Secretary shall review the facts, contract terms and applicable statutes

and rules and make a determination of the dispute. If the dispute remains unresolved after the Assistant Secretary's determination, either party may request intervention by the Secretary of DSHS, in which event the Secretary's process shall control. The Secretary will make a determination within 45 days. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties. However, if the Secretary's determination is not made within 45 days, either party may proceed with judicial or quasi-judicial action without awaiting the Secretary's determination.

9. **Drug-Free Workplace.** The AAA shall maintain a work place free from alcohol and drug abuse.

10. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.

11. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.

12. **Independent Status.** Except as otherwise provided in Paragraph 24 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.

13. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.

14. **Insurance.** DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable. The AAA certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

15. **Maintenance of Records.** During the term of this Agreement and for six (6) years following termination

or expiration of this Agreement, both parties shall maintain records sufficient to:

a. Document performance of all acts required by law, regulation, or this Agreement;

b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the AAA's invoices to DSHS and all expenditures made by the AAA to perform as required by this Agreement.

For the same period, the AAA shall maintain records sufficient to substantiate the AAA's statement of its organization's structure, tax status, capabilities, and performance.

16. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Services, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.

17. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

a. Applicable federal CFR, CMS Waivers and Medicaid State Plan;

b. State of Washington statues and regulations;

c. ALTSA Management Bulletins and policy manuals;

d. This Agreement; and

e. The AAA's Area Plan.

18. **Ownership of Client Assets.** The AAA shall ensure that any client for whom the AAA or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. The AAA or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the AAA or Subcontractor shall immediately release to the client and/or DSHS all of the client's personal property.

19. **Ownership of Material.** Material created by the AAA and paid for by DSHS as a part of this Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the AAA uses to perform this Agreement but is not created for or paid for by DSHS is owned by the AAA and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the AAA has a right to grant such a license.

20. **Ownership of Real Property, Equipment and Supplies Purchased by the AAA.** Title to all property, equipment and supplies purchased by the AAA with funds from this Agreement shall vest in the AAA. When real property, or equipment with a per unit fair market value over $5000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS. If the per unit fair market value of equipment is under $5000, the AAA may retain, sell, or dispose of it with no further obligation.

When supplies with a total aggregate fair market value over $5000 are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS. If the total aggregate fair market value of equipment is under $5000, the AAA may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

21. **Ownership of Real Property, Equipment and Supplies Purchased by DSHS.** Title to property, equipment and supplies purchased by DSHS and provided to the AAA to carry out the activities of this Agreement shall remain with DSHS. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

22. **Responsibility.** Each party to this Agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not party to this Agreement. DSHS and the AAA shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. DSHS and the AAA agree to notify the attorneys of record in any tort lawsuit where both are parties if either DSHS or the AAA enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Restrictions Against Lobbying.** The AAA certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the AAA, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the AAA must file a disclosure form in accordance with 45 CFR Section 93.110.

The AAA shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this section and requiring subcontractors to certify and disclose accordingly.

24. **Severability.** The provisions of this Agreement are severable. If any court holds any provision of this Agreement, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Agreement.

25. **Subcontracting.**

a. The AAA may, without further notice to DSHS, subcontract for those services specifically defined in the Area Plan submitted to and approved by DSHS, except subcontracts with for-profit entities must have prior DSHS approval.

b. The AAA must obtain prior written approval from DSHS to subcontract for services not specifically defined in the approved Area Plan.

c. Any subcontracts shall be in writing and the AAA shall be responsible to ensure that all terms,

conditions, assurances and certifications set forth in this Agreement are included in any and all client services Subcontracts unless an exception to including a particular term or terms has been approved in advance by DSHS.

d. Subcontractors are prohibited from subcontracting for direct client services without the prior written approval from DSHS.

e. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the AAA may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.

f. In any contract or subcontract awarded to or by the AAA in which the authority to determine service recipient eligibility is delegated to the AAA or to a subcontractor, such contract or subcontract shall include a provision acceptable to DSHS that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.

g. If DSHS, the AAA, and a subcontractor of the AAA are found by a jury or trier of fact to be jointly and severally liable for damages arising from any act or omission from the contract, then DSHS shall be responsible for its proportionate share, and the AAA shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, DSHS and the AAA shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the AAA. This term shall not apply in the event of a settlement by either DSHS or the AAA.

h. Any subcontract shall designate subcontractor as AAA's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. AAA shall ensure that all client records and other PHI in possession of subcontractor are returned to AAA at the termination or expiration of the subcontract.

26. Subrecipients.

(1) General. If the AAA is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the AAA shall:

(2) 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 Number (ALN) and title, award number and year, name of the federal agency, and name of the pass-through entity;

(3) Maintain internal controls that provide reasonable assurance that the AAA 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;

(4) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(5) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(6) 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

(7) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to www.oip.usdoj.gov/ocr/ for additional information and access to the aforementioned Federal laws and regulations.)

b. Single Audit Act Compliance. If the AAA is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA 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 the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.

(1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.

27. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, and Termination Procedure.

28. **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. The Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. At DSHS's discretion, DSHS may give notice to the AAA to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

(1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

(2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written

notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

(3) If the AAA'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 AAA. 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.

29. **Termination for Convenience.** The Contracts Administrator may terminate this Agreement or any in whole or in part for convenience by giving the AAA at least thirty (30) calendar days' written notice. The AAA may terminate this Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.

30. **Termination for Default.**

a. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the AAA, if DSHS has a reasonable basis to believe that the AAA has:

(1) Failed to meet or maintain any requirement for contracting with DSHS;

(2) Failed to perform under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

b. Before the Contracts Administrator may terminate this Agreement for default, DSHS shall provide the AAA with written notice of the AAA's noncompliance with the agreement and provide the AAA a reasonable opportunity to correct the AAA's noncompliance. If the AAA does not correct the AAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.

c. The AAA may terminate this Agreement for default, in whole or in part, by written notice to DSHS, if the AAA has a reasonable basis to believe that DSHS has:

(1) Failed to meet or maintain any requirement for contracting with the AAA;

(2) Failed to perform under any provision of this Agreement;

(3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or

(4) Otherwise breached any provision or condition of this Agreement.

d. Before the AAA may terminate this Agreement for default, the AAA shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the AAA may then terminate the Agreement.

31. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:

a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.

b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page of this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.

c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.

d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.

32. **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 Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

Preamble: This section of the Contract is the Business Associate Agreement as required by HIPAA.

33. **Definitions**

a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a

manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.

d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.

e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.

f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.

g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).

h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.

i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.

n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

34. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance

with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.

35. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:

a. Duty to Protect PHI. Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.

b. Minimum Necessary Standard. Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).

c. Disclosure as Part of the Provision of Services. Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.

d. Use for Proper Management and Administration. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

e. Disclosure for Proper Management and Administration. Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

f. Impermissible Use or Disclosure of PHI. Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

g. Failure to Cure. If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business

Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.

j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:

(1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;

(3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;

(4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and

(5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

36. Individual Rights.

a. Accounting of Disclosures.

(1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

(3) At the request of DSHS or in response to a request made directly to the Business Associate by an individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

(1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).

(2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

(1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).

(2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

37. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .

38. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).

39. **Liability**. Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

40. **Breach Notification.**

a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures

required by state or federal law.

b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).

c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.

d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:

(1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;

(2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;

(3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information, and

(4) DSHS will take appropriate remedial measures up to termination of this Contract.

41. Miscellaneous Provisions.

a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.

b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the HIPAA Rules.

Special Terms and Conditions

1. **Definitions.**

a. "AAA" or "Contractor" shall mean the Area Agency on Aging that is a party to this Agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS

b. "ACD" means Agency Contracts Database. ACD is used to access, produce and manage contracts and contract information.

c. "Agency Financial Reporting System (AFRS)" means the WA State system that is the official source for high level financial data. Intended to be replaced by OneWA by 2027.

d. "Agreement" means this Agreement, including all documents attached or incorporated by reference.

e. "ALTSA Reporting" Interfaces with reporting services to provide a subset of DDCS/HCS information to case management or supervisor level data for individual AAA offices, county users, and others outside the DSHS Intranet.

f. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.

g. "Authorizer" A representative appointed by the AAA to assure users AAA level and HCLA level access requests are processed using the Systems Access Request (SAR) Form 17-226. Authorizers assure users meet attestation, training and other system access requirements. They assure paperwork is processed in accordance with MB's, instructions, and data share agreement requirements. Authorizers manage AAA level access requirement locally establishing profiles and user level permissions. Authorizers are the first point of contact when issues occur for users and route issues to local IT or escalate to HCLA as needed. AAA Authorizers are responsible for keeping track of their pool of employee IDs, for applicable systems.

h. "Automated Client Eligibility System (ACES)" Online is a tool for public assistance eligibility determination, issuing benefits, management support, and sharing of data between agencies to include client demographics.

i. "Background Check System (BCS)" means a system that provides background check information on clients, vendors and staff to meet DSHS requirements where appropriate.

j. "Barcode" is a client server system that manages workflow and document images. Twenty major component subsystems include childcare eligibility and social service case management. Provides programmed and ad hoc access to ACES, eJAS, and native Barcode.

k. "CITRIX" is a method to access DSHS resources for staff on the DSHS network working from a remote location. CITRIX is allowed on personal devices to remote into a DSHS computer in network and other virtual desktop environment applications.

l. "CLC" means Community Living Connections. Washington State's name for its No-Wrong Door access network of Area Agencies on Aging and their state, regional and local partners.

m. "CLC-GetCare" means a version of Collabrios GetCare product modified to support Washington State's Community Living Connections. It is used for managing programs funded by the Older Americans Act, CMS, state general fund, local resources, and federal grants, including Medicaid Alternative Care (MAC) and Tailored Supports for Older Adults (TSOA). It also supports the CLC public website with a

consumer portal and a resource directory. CLC/GetCare System is used in order to manage, record, and report service provision and utilization, demographics, resource directory, consumer website information and to access TCARE screening, assessment, and care planning tools.

n. "Client" means an individual who is eligible for or receiving services provided by the AAA in connection with this Agreement.

o. "Client Registry (CReg)" is a secure web-based application centralizing client information and providing a single location to support client service research. Client Registry is used to provide high-level demographic information and service history for AAA case management staff from multiple DSHS administrations. Client Registry (CReg) is managed by DSHS Technology Security Division (TSD).

p. "Code of Federal Regulations (CFR)" means all references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.

q. "Community Living Connections (CLC)" means Washington state's name for its No-Wrong Door access network of Area Agencies on Aging and their state, regional and local partners.

r. "Comprehensive Assessment and Reporting Evaluation (CARE)" is the tool used by case managers to document a client's functional ability, determine eligibility for long-term care services, evaluate what and how much assistance a client will receive, and develop a plan of care. CARE interfaces to the Consumer Direct Caregiver Network of WA (CDWA), and the legacy Tailored Caregiver Assessment and Referral (TCARE) system and their reporting systems for demographic, assessment, and service plan information.

s. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.

t. "DDCS/HCS Reporting" - Paginated reports, charts, graphs, and interactive dashboards for visualization of DDCS and HCS data, intended to provide access to case management or supervisor level data for individual AAA offices.

u. "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

v. "Document Management Service (DMS)" means an automated subsystem of Barcode that uses imaging technology and document assignments to manage client documents and workflow.

w. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.

x. "Employment Security Department (ESD)" is a Washington State agency. For WA Cares, ESD manages exemptions and elective coverage (including portable coverage), collects premiums, and makes contribution determinations. The ESD systems receive WCF data from DSHS systems on Contribution Determination (CD) requests from program participants and provide responses back to DSHS regarding their program eligibility. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5000 or more per unit.

z. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5000 or more per unit.

aa. "HCLA Data Mart" – Self-service reporting system for CARE, P1, Finance, and other business-related systems

bb. "Health Care Authority (HCA)" is a Washington State agency. For WA Cares, HCA coordinates benefits, tracks benefit usage, and manages provider billing.

cc. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

dd. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

ee. "Medicaid Management Information System (MMIS)" means an integrated group of procedures and computer processing operations (subsystems) developed at the general design level to meet principal objectives, and it is associated with ProviderOne.

ff. "Older Americans Act (OAA)" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.

gg. "OneWA" means the WA State system that will be the official source for high level financial data for DSHS. Intended to replace AFRS by 2027.

hh. "Personally Identifiable Information (PII)" 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.

ii. "Personal Health Information (PHI)" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

jj. "Predictive Risk Intelligence System (PRISM)" is a secure web-based application accessed through Secure Access Washington for care coordination. A separate Data Share Agreement with the AAA governs use and requirements.

kk. "ProviderOne (P1)" is a Medicaid Management Information System (MMIS) for service providers and staff to view authorization, payment, scheduling and client service data. It interfaces between ACES, WCF, and the HCA. Uses the info to authorize payment from medical providers, generate reports, and obtain federal funding. For WA Cares, P1 will be used to support pre-authorization of services, provider payment, and to track benefit utilization.

ll. "Quality Assurance Monitor (QA Monitor)" is used to assess the assessor or do supervisory reviews. Quality Assurance monitoring ensures that all services promote health, safety, and self-determination for all participants. Identifies efficient and effective practices in service delivery and ensures federal and state assurances are met.

mm. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

nn. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

oo. "Revised Code of Washington (RCW)" means all references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://slc.leg.wa.gov/."Secure Access Washington (SAW)" is a single sign-on application gateway created by Washington State's Department of Information Services to access government services accessible via the Internet.

pp. "Social Service Payment System (SSPS)" is used for payment data history.

qq. "Subcontract" means any separate agreement or contract between the AAA 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 Agreement.

rr. "Subcontractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.

ss. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

tt. "Supplies" means all tangible personal property other than equipment as defined herein.

uu. Tailored Caregiver Assessment and Referral (TCARE)" is a caregiver assessment and referral protocol designed to assist care managers who work with family caregivers who care for their older adult relatives.

vv. "Use" means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

ww. "User" means the AAA employee who has registered or approved access to a system listed in this Agreement.

xx. "Virtual Private Networking (VPN)" is a method for AAAs not on the DSHS network to access DSHS applications and internal resources.

yy. "WaCareRpt Database" is a Database containing all data from the Comprehensive Assessment Reporting & Evaluation (CARE) app

zz. "WA Cares Fund (WCF)" means the Long-Term Services and Supports Trust Act enacted in 2019 and further modified in 2022, creating a long-term care insurance benefit, for all eligible Washington employees that will cover some of the costs of long-term services and supports.

aaa. "Washington Administrative Code (WAC)" is all references in this Agreement to WAC chapters or sections which shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://slc.leg.wa.gov/.

bbb. "Washington State Learning Center (WSLC)" is an e-learning platform for accessing DSHS and HCLA level trainings. LC is a Learning Management System (LMS) for limited designated AAA staff members to access DSHS training. AAAs may purchase additional licenses if desired.

ccc. "WCF - Salesforce Console" means the DSHS Salesforce solution where specialists will see specific information about WCF benefits for beneficiaries and authorized representatives.

ddd. "WCF - WA Cares/GetCare" means the WCF tool, administered by a DSHS vendor, that will be used to complete the functional assessment to determine whether an individual requires assistance with at least three activities of daily living. WCF-GetCare is distinct from CLC-GetCare.

2. **Additional Insurance:** Cyber risk liability insurance. This coverage must include information theft, computer and data loss replacement or restoration, release of private information, alteration of electronic information, notification costs, credit monitoring, forensic investigation, cyber extortion, regulatory defense (including fines and penalties), network security, and liability to third parties from

failure(s) of contractor to handle, manage, store, and control personally identifiable information belonging to others. The policy must include full prior acts coverage. Limits should be $1 million per covered claim without sublimit, $2 million annual aggregate.

3. **Statement of Work.** The AAA shall perform the services as set forth below and in accordance with Exhibit A, Data Security Requirements:

a. **Authority to Access Data.** RCW 74.39A.090 mandates that DSHS contract with Area Agencies on Aging (AAAs) to provide case management services to individuals receiving Title XIX or other Home and Community services and to reassess and reauthorize these individuals for services as defined by this statute. To effectively administer these DSHS services, the AAAs must have access to client data, and to certain DSHS information systems.

b. **Systems Access and Method of Access.** The AAA may access or may request permission to access the following:

(1) System Access

(a) By submitting AAA System Access Request (SAR) for DSHS/HCA/ESD Systems Form 17-226 available at https://www.dshs.wa.gov/office-of-the-secretary/forms or https://forms.dshs.wa.lcl/

i. **HCLA Level**
(A) VPN
(B) ACES Online
(C) IPOne – Remove Only
(D) Data Mart – CARE ((Requires DSHS Active Directory (exceptions can be made with coordination))
(E) Data Mart – P1/Finance ((Requires DSHS Active Directory (exceptions can be made with coordination))
(F) CARE Database (wacarerpt)
(G) PRISM
(H) Client Registry
(I) WA Cares Fund - Salesforce Console Production + Training

ii. **AAA Level**
(A) CARE Production + Practice
(B) BarCode (DMS)
(C) ACD – Agency Contracts Database
(D) QA Monitor
(E) CLC/GetCare
(F) BCS – Background Check System
(G) ALTSA Reporting (DDA/HSC Reporting)
(H) WA Cares Fund - WA Cares/GetCare Production + Training

(b) Home and Community Living Administration (HCLA) and Developmental Disabilities Community Services (DDCS) SharePoint sites.

(c) DSHS Internal Forms Picker Site

(d) "LC" Washington State Learning Center (WSLC) Trainings with monetary cost are prohibited unless AAA has created their own account. The number of AAA staff with access will be negotiated with DSHS and may require a separate account for billing individual licenses.

(2) Method of Access

(a) The AAA shall access these systems through the State Government Network (SGN), the Inter-Governmental Network (IGN), Secure Access Washington (SAW), or through a DSHS approved method of secure access.

(b) The AAA agrees to follow the DSHS IT Security Policy Manual (Section 4.2.3.1, S1) that covers unique user IDs and security elements of constructing safe passwords and protecting them from unauthorized disclosure.

4. **Access and Disclosure information.** The AAA shall not disclose the contents of any Client records, files, papers and communications except as necessary for the administration of programs to provide services to clients as required by law.

a. The AAA shall limit access to client data to the AAA and any subcontractor staff whose duties specifically require access to such data in the performance of their assigned duties. AAA or subcontractor staff shall not access any individual client data for personal purposes. Clients shall only be permitted to access their own data.

b. The AAA shall ensure each employee signs the Contractor Agreement on Nondisclosure of Confidential Information form, provided by the Department, to acknowledge the data access requirements prior to DSHS granting access. Access will be given only to data necessary to the performance of this Agreement. The AAA shall retain the original Nondisclosure form on file. The AAA shall have the form available for DSHS review upon request.

The AAA must provide an annual written reminder of the Nondisclosure requirements to all employees with access to the data to remind them of the limitations, use or publishing of data. The AAA shall retain documentation of the reminder on file for monitoring purposes.

c. The AAA shall not use or disclose any information concerning any DSHS client for any purpose not directly connected with the administration of the AAA's responsibilities under this Agreement except by prior written consent of the DSHS client, his/her attorney, parent or guardian.

d. The AAA or its service provider may disclose information to each other or to DSHS for purposes directly connected with the administration of their programs. This includes, but is not limited to, determining eligibility, providing services, and participation in an audit. The AAA and its service providers shall disclose information for research, statistical, monitoring and evaluation purposes conducted by appropriate federal agencies and DSHS. DSHS must authorize in writing the disclosure of this information to any other party not identified in this section.

e. The AAA staff shall not link the data with personal data or individually identifiable data from any other source nor re-disclose the data unless specifically authorized in this Agreement or by the prior written consent of DSHS.

f. The AAA shall notify each system Administrator within five business days when a User leaves employment or otherwise no longer requires system access. Upon notification, the system Administrator will deactivate the User ID and terminate access to the applicable application(s). The AAA shall confirm the need for continued access for each User of the ACD on a quarterly basis.

g. The AAA shall ensure that only registered system Users access and use the systems in this Agreement, use only their own User ID and password to access the systems and do not allow employees who are not registered to borrow a User ID or password to access any systems.

h. Access to systems may be continuously tracked and monitored. DSHS reserves the right at any time to conduct audits of systems access and use, and to investigate possible violations of this

Agreement and/or violations of federal and state laws and regulations governing access to protected health information.

i. AAAs using the WCF Salesforce Console will have access to ESD and HCA data for WA Cares that is shared with DSHS. See the DSHS-HCA and DSHS-ESD data sharing agreements for WA Cares for more information about the requirements for those data.

5. **Dissemination to Staff.** Prior to making information available to new staff and annually thereafter, the AAA shall ensure that staff accessing the Personal Information or PHI under this Agreement are trained in HIPAA use and disclosure of PHI requirements and understand:

a. Confidentiality of Client Data

(1) Client data is confidential and is protected by various state and federal laws. The basis for this protection is the individual's right to privacy as outlined in the HIPPA Privacy Rule- 45 CFR 160 to 45 CFR 164.

(2) Personal Information means demographic and financial information about a particular individual that is obtained through one or more sources (such as name, address, SSN, and phone numbers). RCW 42.56.210 lists the information that is exempted from public inspection and copying.

b. Use of Client Data

(1) Client data may be used only for purposes of these contracted services, directly related to providing services to the client or for the operation of home and community living programs.

(2) Any personal use of client information is strictly prohibited.

(3) Access to data must be limited to those staff whose duties specifically require access to such data in the performance of their assigned duties.

c. Disclosure of Information

(1) Client information may be provided to the client, client's authorized guardian, or a client-authorized 3rd party per WAC 388-01, and the Long Term Care Manual.

(2) Client information may be disclosed to other individuals or agencies only for purposes of administering DSHS programs.

(3) Questions related to disclosure are to be directed to the Home and Community Programs Public Disclosure Coordinator.

(4) Any disclosure of information contrary to this section is unauthorized and is subject to penalties identified in law.

6. **Security of Data**

a. The AAA shall take reasonable precautions to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving data by means of computer, remote terminal, or other means. The AAA shall take due care to ensure AAA and its subcontractors protect said data from unauthorized physical and electronic access. The AAA is authorized to store data on portable devices and media. The data will be stored on computers with security systems that require individual user IDs and hardened passwords. Only persons who have signed the *Contractor Agreement on Nondisclosure of Confidential Information form* covering this data share agreement will be able to access the data that Washington State shares with the AAA under this Agreement.

b. The AAA shall ensure disks and/or documents generated in printed form from the electronic file are properly returned, destroyed or shredded when no longer needed so unauthorized individuals cannot access client information. Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to DSHS. DSHS shall be responsible for destroying the returned documents to ensure confidentiality is maintained. The Data provided by DSHS will remain the property of DSHS and will be promptly destroyed as allowed by law when the AAA and its subcontractors have completed the work for which the information was required, as fully described herein.

c. The AAA shall protect information according to state and federal laws including the following incorporated by reference:

(1) Privacy Act 1974 5 USC subsection 552a;

(2) Chapter 40.14 RCW Preservation and Destruction of Public Records;

(3) Chapter 74.04 RCW General Provisions – Administration;

(4) Chapter 42.56.210 RCW Certain Personal & Other Records Exempt;

(5) 45 CFR 205.50 provides for Safeguarding information for the financial assistance Programs and identifies limitations to disclosure of said information; and,

(6) Public Law 99-508 (18 USC section 2510et. Seq. Electronic Communications Privacy Act of 1986) Part A of Title IV of the Social Security Act authorizes disclosure of client information and provides for safeguards, which restrict the use or disclosure of information concerning applicants or recipients to purposes directly connected with administration of the program.

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. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

   d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

   e. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

   f. "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.

   g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

   h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   i. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

n. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. "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.

!. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

I. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4, the Contractor

must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

   a. Have documented policies and procedures governing access to systems with the shared Data.

   b. Restrict access through administrative, physical, and technical controls to authorized staff.

   c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

   d. Ensure that only authorized users are capable of accessing the Data.

   e. Ensure that an employee's access to the Data is removed immediately:

      (1) Upon suspected compromise of the user credentials.

      (2) When their employment, or the contract under which the Data is made available to them, is terminated.

      (3) When they no longer need access to the Data to fulfill the requirements of the contract.

   f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

   g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

      (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

      (2) That a password does not contain a user's name, logon ID, or any form of their full name.

      (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

      (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

   h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

      (1) Ensuring mitigations applied to the system don't allow end-user modification.

      (2) Not allowing the use of dial-up connections.

      (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **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.** For 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.** For 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 Secure Area and otherwise meet the requirements listed in the above

paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure 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 Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs 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.

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 Secure 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 Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

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's 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.

(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.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information 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 below in Section 8 *Data Disposition*.

(2) 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 below in Section 8 *Data Disposition*.

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will be possessed only by the Contractor and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Contractor networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

Special Terms and Conditions

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

   a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

   b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

   c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

   d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **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.

      (1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

      (2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

      (3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

      (4) 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.

      (5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

   b. 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.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, 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

Special Terms and Conditions

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

9. **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.

10. **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 sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

AAA DSHS / HCA Systems Access Request

AAA Adding Users
An Area Agency on Aging (AAA) may request access to various systems for its employees or contractors (AAA Users) under its Data Share Agreements (DSA) with DSHS and HCA. This Systems Access Request (SAR) form must be signed by the AAA Authorizer and AAA User then sent to the ALTSA SUA Coordinator via secure email at: hcsaaarequest@dshs.wa.gov.

AAA Removing Users
The AAA Authorizer must also notify the DSHS ALTSA SUA Coordinator using the SAR form within five (5) business days whenever an employee (AAA User) with access rights leaves employment or has a change of duties such that the employee no longer requires access. If the removal of access is emergent, please include that information with the request.

AAA Subcontractors Adding Users
If access is being requested by an AAA subcontractor, the subcontractor must send the SAR form to the AAA via secure email, who will then send it to the ALTSA SUA Coordinator via secure email at hcsaaarequest@dshs.wa.gov. The ALTSA SUA Coordinator will accept the completed SAR form only from the AAA, not the subcontractor.

AAA Subcontractors Removing Users
The AAA subcontractor must also use the SAR form to provide notice to the AAA within five (5) business days whenever a subcontractor employee (AAA User) with access rights leaves employment or has a change of duties such that the employee no longer requires access. If the removal of access is emergent, please include that information with the request.

DSHS and HCA will grant / remove the appropriate access permissions to the AAA User.

REQUEST TYPE	REQUESTING ORGANIZATION AND MAILING ADDRESS	DATE RECEIVED
☐ New user access ☐ Update user access ☐ Remove user access ☐ Change user name		USER'S CARE ID (IF APPLICABLE)

SYSTEMS ACCESS REQUESTED THROUGH ALTSA		
☐ VPN *	☐ ALTSA Data Mart – CARE	☐ PRISM *
☐ ACES Online	☐ ALTSA Data Mart – P1 / AFRS	☐ Client Registry *
☐ IPOne – Remove Only	☐ WaCareRpt Database	

SYSTEMS ACCESS REQUEST SET UP AT AAA LEVEL		
☐ CARE Web Production + Practice	☐ ADSA Reporting	☐ QA Monitor
☐ Barcode Select one.	☐ CLC / GetCare	☐ BCS – Background Check
☐ ProviderOne View Only**	☐ ACD – Select one.	

AAA / Subcontractor User Information

LAST NAME	FIRST NAME	MIDDLE INITIAL

ID NUMBER***	PHONE NUMBER (AREA CODE)	USER'S EMAIL ADDRESS****

TITLE	PRIOR NAME (CHANGE NAME REQUEST

AAA / SUBCONTRACTOR OFFICE	ACCESS JUSTIFICATION

* Please include required forms (see instructions) in addition to the 17-226.
** For ProviderOne, please fill out the separate Non-HCA Employee Access Request form and send it as a separate request.
*** Required: The ID Number is assigned by the AAA Authorizer.
**** No generic email addresses (e.g. Hotmail, Gmail, Yahoo, etc.)

Protected Data Access Authorization

The HIPAA Security rule states that every employee that needs access to electronic Protected Health Information (ePHI) receives authorization from an appropriate authority and that the need for this access based on job function or responsibility is documented. I, the undersigned AAA Authorizer, verify that the individual for whom this access is being requested (AAA User) has a business need to access this data, has completed the required HIPAA training and the annual IT Security training and has signed the required AAA User Agreement on System Usage and Non- Disclosure of Confidential Information included with this Access Request. This AAA User's access to this information is appropriate under the HIPAA Information Access Management standard. In addition, this employee has been instructed on 42 Code of Federal Regulations (CFR) Part 2 that governs the use of alcohol and drug abuse information and is aware that this type of data must be used only in accordance with these regulations. I have also ensured that the necessary steps have been taken to validate the AAA User's identity before approving access to confidential and protected information.

Authorizing Signature

AAA AUTHORIZER'S SIGNATURE	DATE	PRINTED NAME	EMAIL ADDRESS

Exhibit B

AAA User Agreement on System Usage and Non-disclosure of Confidential Information

Your AAA has entered into Data Share Agreement(s) with the state of Washington Department of Social and Health Services (DSHS) and Health Care Authority (HCA) that will allow you access to data and records that are deemed Confidential Information as defined below. Prior to accessing this Confidential Information you must sign this AAA User Agreement System Usage and Non-Disclosure of Confidential Information (Agreement).

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, Protected Health Information and Personal Information.

"Protected Health Information" means information that relates to: the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for provision of health care to an individual and includes demographic information that identifies the individual or can be used to identify the individual.

"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, credit card numbers, any other identifying numbers, and any financial identifiers.

Regulatory Requirements and Penalties

State laws (including, but not limited to, RCW 74.04.060, RCW 74.34.095, and RCW 70.02.020) and federal regulations (including, but not limited to, HIPAA Privacy and Security Rules, 45 CFR Part 160 and Part 164; Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and Safeguarding Information on Applicants and Beneficiaries, 42 CFR Part 431, Subpart F) prohibit unauthorized access, use, or disclosure of Confidential Information. Violation of these laws may result in criminal or civil penalties or fines.

AAA User Assurance of Confidentiality

In consideration for DSHS and HCA granting me access to the PRISM, ProviderOne, or other systems and the Confidential Information in those systems, I agree that I:

1) Will access, use, and disclose Confidential Information only in accordance with the terms of this Agreement and consistent with applicable statutes, regulations, and policies.
2) Have an authorized business requirement to access and use DSHS or HCA systems and view DSHS or HCA Confidential Information.
3) Will not use or disclose any Confidential Information gained by reason of this Agreement for any commercial or personal purpose, research or any other purpose that is not directly connected with client care coordination and quality improvement.
4) Will not use my access to look up or view information about family members, friends, the relatives or friends of other employees, or any persons who are not directly related to my assigned job duties.
5) Will not discuss Confidential Information in public spaces in a manner in which unauthorized individuals could overhear and will not discuss Confidential Information with unauthorized individuals, including spouses, domestic partners, family members, or friends.
6) Will protect all Confidential Information against unauthorized use, access, disclosure, or loss by employing reasonable security measures, including physically securing any computers, documents, or other media containing Confidential Information and viewing Confidential Information only on secure workstations in non-public areas.
7) Will not make copies of Confidential Information or print system screens unless necessary to perform my assigned job duties and will not transfer any Confidential Information to a portable electronic device or medium, or remove Confidential Information on a portable device or medium from facility premises, unless the information is encrypted and I have obtained prior permission from my supervisor.
8) Will access, use or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.
9) Will protect my DSHS and HCA systems User ID and password and not share them with anyone or allow others to use any DSHS or HCA system logged in as me.
10) Will not distribute, transfer, or otherwise share any DSHS software with anyone.
11) Will forward any requests that I may receive to disclose Confidential Information to my supervisor for resolution and will immediately inform my supervisor of any actual or potential security breaches involving Confidential Information, or of any access to or use of Confidential Information by unauthorized users.
12) Understand at any time, DSHS or HCA may audit, investigate, monitor, access, and disclose information about my use of the systems and that my intentional or unintentional violation of the terms of this Agreement may result in revocation of privileges to access the systems, disciplinary actions against me, or possible civil or criminal penalties or fines.
13) Understand that my assurance of confidentiality and these requirements will continue and do not cease at the time I terminate my relationship with my employer.

Signature

AAA / SUBCONTRACTOR USER'S SIGNATURE DATE	AAA USER'S PRINTED NAME

Exhibit B

AAA Systems Access Request Instructions

Please submit requests individually.

The AAA DSHS / HCA Systems Access Request form is for use by AAA entities from outside and within the DSHS domain (DSHS firewall). AAA entities have different procedures to request the majority of their needed system access but will use the form for those systems requiring a set up or approval by HCS, DDA, or MSD. AAA entities will also use this form when staff transfer between agencies or to terminate access when employees leave employment.

Request Type

- Check one of the options (New, Update, Remove, or Name change). **Removal must be submitted within five (5) days of exit.**
  - New user – The user has been approved for access to one of the programs listed and has no previous requests submitted.
  - Update user – User has access to one or more of the systems listed but an additional access is needed. Only mark the box next to the additional item.
  - Remove user – Mark each of the boxes for which access is to be removed.
  - Change user name – Use to update the user name due to a change. For ProviderOne this will result in the termination of the prior account and a new account created.

Requesting Organization and Mailing Address

- Enter the user's office name and address (subcontractors enter their organization name and address).

System Access Requested Sections

- Check the box next to each system requested and attach any additional documentation required for the program. If you need a copy of the VPN form, please contact ALTSA.
- ALTSA Data Mart. Access is specific to each data source. If both data sources are needed, both boxes must be selected.
- Applications in the AAA section (Barcode, DDA / HCS Reporting, CARE, QA Monitor) are created at the AAA office. A signed copy of the 17-226 form must be submitted to hcsaaarequest@dshs.wa.gov via secured email before the account(s) can be created.
  - **Note:** The PRISM and Client Registry boxes should be checked if the new staff member will be eligible for access. An extra step of user and ethics training will be required for all PRISM and Client Registry users and must be completed prior to system access.
  - Barcode field can be one of the following options: All Case Managers, CM Supervisor, Clerical, Clerical Supervisor, Intern, Admin Hearing Coordinator, Barcode Specialist, CM JRP or AAA IT.
  - ACD – Contracts Database can be one of the following options: 4 – Sign Contracts; 5 – Create Contracts; or 9 – Approve Contracts.
  - ProviderOne – Fill out the HCA Non-Employee Access Request form and submit it separately to the ALTSA SUA Coordinator. HCS Non-Employee forms submitted by Colville, King, Kitsap, Pierce, Snohomish, and Yakama should be submitted using secure email or MFT (managed file transfer).

AAA User Information

- Enter the user information as indicated.
- The AAA Authorizer will assign an ID number from the list provided by the ALTSA SUA Coordinator.
  - Form will be rejected if this field is left blank.
- Under AAA Office enter the AAA Authorizer's regional office.

Access Justification

- Enter reason access is needed such as Case Management and Coordination, Nursing Coordination, Oversight and Supervision, Determination of Eligibility.

Authorizing Signature

- AAA Authorizer – the authorizer will be verified by the ALTSA SUA Coordinator.

  Note: AAA Authorizer signature guarantees that the staff member who is asking for access is eligible for the systems access requested.

Non-Disclosure of Confidential Information

- Ensure that the AAA staff member has read the AAA User Agreement on System Usage and Non-disclosure of Confidential Information on the second page of the AAA Systems Access Request form.
- Enter the requesting user's name and have them sign and date the agreement.

Once completed, scan both sides of the form and email to hcsaaarequest@dshs.wa.gov using secure email. Do not email forms directly to ALTSA Helpdesk or ALTSA Helpdesk staff.

Exhibit B

AAA Systems Access Request
Frequently Asked Questions (FAQ)

Why was my form rejected?

- Missing information:
  - The Employee ID field is left blank
  - Barcode or ACD profile selection is missing
- Incorrect information:
  - Email address is invalid (e.g. emailing credentials results in a bounce-back or is an Outlook.com, Gmail, etc. address)
  - Employee ID is already in use – check your spreadsheet and ensure the EID hasn't been used before
- Form is not signed.
  - Ensure both the AAA Authorizer and AAA User have signed in the appropriate fields
- VPN request form is missing from the request.

ATTACHMENT F: CONTRACTOR AGREEMENT ON NONDISCLOSURE OF CONFIDENTIAL INFORMATION

This form shall be signed by each agency paid and unpaid staff that interact with this service contract.

DSHS

Agreement on Nondisclosure of Confidential Information – Non Employee

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

Confidential Information
"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information. "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 or as otherwise identified in RCW 42.56.230.
Regulatory Requirements and Penalties
State laws applicable to Department programs (including RCW 74.04.060, Chapter 13.50 RCW; and Chapter 70.02 RCW) and federal regulations (including Federal Tax laws - 26 USC ss.7213, 7213A, 7431; Federal laws for protection of National Directory of New Hires (NDNH) information received from the Office of Child Support Enforcement (OCSE) 42 USC § 653 (l); Administrative procedures for individual records- 5 USC § 552a (i); HIPAA Privacy and Security Rules, the Social Security Act, and chemical dependency rules at 42 CFR, Part 2) prohibit unauthorized access, use, or disclosure of confidential information. Civil penalties for violations of HIPAA Privacy and Security Rules may be imposed up to $50,000 per violation for a total of up to $1,500,000 for violations of each requirement during a calendar year. Criminal penalties may total up to $250,000 and ten years imprisonment.
Regulatory Requirements and Penalties
In consideration for the Department of Social and Health Services (DSHS) granting me access to DSHS property, systems, and Confidential Information, I agree that I: 1. Will not access, use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use DSHS systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.

Regulatory Requirements and Penalties (continued)
6. Will not share DSHS system passwords with anyone or allow others to use the DSHS systems logged in as me. 7. Will not distribute, transfer, or otherwise share any DSHS software with anyone. 8. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information. 9. Understand that it is my responsibility to report any and all suspected unauthorized access, loss, disclosure, or theft of confidential information, and that I am to forward any requests for access to such information to my supervisor or DSHS contact. 10. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or DSHS.
Regulatory Requirements and Penalties
This form will be read and signed by each non-DSHS employee who has access to Confidential information, and updated at least annually. Provide the non-DSHS employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.

Signature		
Print / Type Name	Non-DSHS Employee Signature	Date
Toko Thompson	Toko Thompson	11/11/2026

ATTACHMENT G: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Primary Covered Transactions 45 CFR 76

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principles:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connections with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This Certification is executed by the person(s) signing below who warrant they have authority to execute this Certification.

CONTRACTOR

Signature: Toko Thompson

Print Name: Toko Thompson

Title: Vice President and CFO

Date: 11/11/2026

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and believe, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Young Men's Christian Association of Pierce and Kitsap Counties

Contractor Organization

Signature of Certifying Official *Toko Thompson* Date 11/11/2026

Toko Thompson, Vice President and CFO

Print Name

ATTACHMENT I: ASSURANCE OF COMPLIANCE REHABILITATION ACT

HOME AND COMMUNITY LIVING ADMINISTRATION
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the "recipient") HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, PL 93-112, as amended (29 U.S.C. 794), all requirements imposed by the applicable Department of Health and Human Services (HHS) regulation (45 CFR Part 84), including (PL 101-336) Americans With Disabilities Act, (28 CFR Part 35) Nondiscrimination on the Basis of Disability in State and Local Government Services, and all guidelines and interpretations issued pursuant thereto.

Pursuant to § 84.5(a) of the regulation 45 CFR 84.5(a), the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other Federal financial assistance extended by the Department of Health, Education, and Welfare after the date of this Assurance, including payments or other assistance made after such date on applications for Federal financial assistance that were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which Federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in § 84.5(b) of the regulation 45 CFR 84.5(b).

The recipient: (Check "a" or "b')
a. ___ employs fewer than fifteen persons;
b. ✓ employs fifteen or more persons and, pursuant to § 84.7(a) of the regulation 45 CFR 84.7(a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

_____
Name of Designee(s) – Type or Print
YMCA of Pierce and Kitsap Counties
Name of Recipient - Type or Print
4717 S. 19th St Ste 102, Tacoma, WA 98405
Street Address or P.O. Box, City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.
Toko Thompson
Signature and Title of Authorized Official

ATTACHMENT J: ASSURANCE OF COMPLIANCE CIVIL RIGHTS ACTS

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

YMCA of Pierce and Kitsap Counties hereinafter called the "Applicant"
(Name of Applicant)
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this CONTRACT.
If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Signature Toko Thompson Date 11/11/2026

By Toko Thompson, Vice President and CFO
(President, Chairman of Board, or comparable authorized official)

4717 S. 19th St Ste 102, Tacoma, WA 98405
(Applicant's mailing address)

ATTACHMENT K: ASSURANCE OF COMPLIANCE OMNIBUS BUDGET RECONCILIATION

HOME AND COMMUNITY LIVING ADMINISTRATION
ASSURANCE OF COMPLIANCE WITH OMNIBUS BUDGET RECONCILIATION (OBRA) ACT OF 1990 - ADVANCE DIRECTIVES, AS AMENDED

The undersigned (hereafter called the "Applicant') hereby agrees that it will comply with the OBRA of 1990 (Public Law 101-508) as amended and all requirements imposed by the applicable Department of Health and Human Services (HHS) regulation (42 USC Section 1396a), and all guidelines and interpretations issued pursuant thereto. This act requires all service providers, participating in Medicaid, maintain written policies and procedures concerning "Advance Directives." (WAC 388-501-0125 gives further details.)

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 11/11/2026

YMCA of Pierce and Kitsap Counties
(Agency Name)

By Toko Thompson, Vice President and CFO
(President, Chairman of Board, or comparable authorized official)

4717 S. 19th St Ste 102, Tacoma, WA 98405
(Applicant's mailing address)

ATTACHMENT L: CONTRACTOR SIGNATURE PAGE

Division of Aging & Long Term Care

SIGNATURE AUTHORIZATION FORM

This signature Authorization Form shall be retained on file by Kitsap County Division of Aging & Long Term Care and shall remain in effect until a new one is submitted by the Subcontractor.

SUBCONTRACTOR NAME AND ADDRESS

CONTRACT NUMBER
PROJECT NAME

I. **CONTRACTS & AMENDMENTS**

This is to certify that the following named persons are authorized to enter into contract and/or contract amendments on behalf of the Subcontractor and their specimen signatures are genuine.

TYPED NAME & TITLE	SIGNATURE
1. Susan Buell	1. Susan S Buell
2. Courtney Austin	2. Courtney Austin
3.	3.

II. **VOUCHERS**

This is to certify that the following named persons are authorized to sign and submit reimbursement vouchers on behalf of the Subcontractor and their specimen signatures are genuine.

TYPED NAME & TITLE	SIGNATURE
1. Susan Buell	1. Susan S Buell
2. Courtney Austin	2. Courtney Austin
3.	3.

EFFECTIVE DATE OF AUTHORIZATION

11 / 11 / 2026
month day year

AUTHORIZED BY:

Toko Thompson
Signature

Toko Thompson, Vice President and CFO
Typed name and title

ATTACHMENT M: KITSAP COUNTY AUDIT FORM

Department of Human Services

Doug Washburn
Director

KITSAP COUNTY
DEPARTMENT OF HUMAN SERVICES

Sonya Mitic
Deputy Director
Phone: 360.337.4839

Kesha Anderson - Evans
Office Supervisor
Phone: 360.337.5791 x 3453

Developmental Disabilities
Heidi Schellner, Coordinator
Phone: 360.337.4824

Behavioral Health
Jolene Ross, Executive Director
Phone: 360.337.4832

Mental Health/Chemical Dependency/Therapeutic Court
Hannah Shoblley, Coordinator
Phone: 360.337.4827

1/10th Affordable Housing
Joel Warren, Coordinator
Email: jwarren@kitsap.gov

Pretrial Services
William Backer, Program Specialist
Phone: 360.337.4467

Substance Abuse Prevention Treatment and Youth Services
Laura Hyde, Coordinator
Phone: 360.337.4878
Substance Abuse Prevention
Deanne Jackson, Prevention Coalition Coordinator
Phone: 360.337.4878

Aging & Long-Term Care
Senior Information & Assistance
Olympic Community Center
1026 Sidney Avenue, Suite 106
614 Division Street, MS-6
Port Orchard, WA 98366
Phone: 360.337.5700
1.800.562.6418
Fax: 360.337.4866
Stacey Smith, Administrator

Community Development Block Grant
Norm Dicks Government Center
345 6th Street, Suite 400
Bremerton, WA 98337
Fax: 360.337.4666
Bonnie Tufts, Coordinator
Phone: 360.337.4666

Housing and Homelessness
Carl Borg, Program Manager
Phone: 360.979.6827

Kitsap Recovery Center
Outpatient Services:
1026 Sidney Road
Port Orchard, WA 98366
Inpatient and Detox Services:
661 Taylor Street
Port Orchard, WA 98366
Fax: 360.874.8527
Marsha Ward, Clinical Manager
Phone: 360.337.5040

Workforce Development
3100 NW Randall Way
Silverdale, WA 98383
William Dowling, Director
Phone: 360.698.8636

Veterans Assistance
Steve Corporan, Coordinator
Phone: 360.337.4811

Verification of Federal Funds

This form must accompany the agency independent audit when submitted to Kitsap County.

Agency: YMCA of Pierce and Kitsap Counties **Director:** Toko Thompson

Address: 4717 S. 19th St Ste 102, Tacoma, WA 98405

Phone Number: 253-534-7812 **Email:** tthompson@ymcapkc.org

☑ **I did not perform a *2 CFR 200.331. single or program specific audit because Agency received less than $1,000,000 in Federal Funds for the fiscal year ending** 2026.

☐ **I performed a *2 CFR 200.331. single or program specific audit because Agency received $1,000,000 or more in Federal Funds for the fiscal year ending** _____.

Toko Thompson
Print Name

Toko Thompson
Signature

Agency Conducting Audit

Date

***Subpart F of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as per 2 CFR 200.501. A non-Federal entity that expends $1,000,000 or more in Federal awards during the entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. 2 CFR 200.514. Audit Form, updated 7/23/2025**

507 Austin Avenue • 614 Division Street, MS-23 • Port Orchard, Washington 98366-4676
Main Line 360.337.5700 • FAX 360.337.4721
From Olalla 253.851.6147 • Bainbridge Island 206.842.2061

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker Smith & Feek Insurance LLC 10400 NE 4th St Suite 900 Bellevue WA 98004-5174	**CONTACT NAME:** IMA Certificate Team **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@imacorp.com
INSURED YMCAOFP-01 YMCA of Pierce and Kitsap Counties 4717 S. 19th St, Ste 201 Tacoma WA 98405	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley Insurance Company #1791 — 32603 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 749483525 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		853453710	7/1/2026	7/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Includes: Kitsap County, County of Kitsap, its Officers, Elected Officials, Agents, Employees, and Volunteers.
Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER

Kitsap County County of Kitsap, its Officers, Elected Officials, Agents, Employees, and Volunteers
614 Division Street MS-1
Port Orchard WA 98366

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brett Messner

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c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and

d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II - Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds - Athletic Activity Participants

(1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

(a) "Medical expenses" under **Coverage C - Medical Payments**.

(b) "Bodily Injury" to:

(i) A co-participant, your "volunteer worker" or your "employee" while participating in amateur athletic activities that you sponsor; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

(c) "Property damage" to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

(i) A co-participant, your "volunteer worker", or your "employee"; or

(ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured - Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

(1) Your ongoing operations performed for such Additional Insured; or

(2) Such Additional Insured's financial control of you; or

(3) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(4) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

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(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph **(e)**. does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured - Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured - Manager or Lessor of Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(a) Currently in effect or to become effective during the term of this policy; and

(b) Executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **d.(1)** immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

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(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured - Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured - Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(b)(i)** above; or

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(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(b)(i)** or **(b)(ii)** above.

(c) "Property damage" to property:

(i) Owned, occupied or used by; or

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured - LIMITATIONS

(1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:

(a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and

(b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.

(2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.

(3) The following is added to **Section V - Definitions**:

24. "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.

(4) All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.

L. BLANKET WAIVER OF SUBROGATION

Paragraph **8.** under **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

M. PRIORITY OF APPLICATION FOR MULTIPLE INSUREDS

Section III - Limits Of Insurance is amended to add the following paragraph:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:

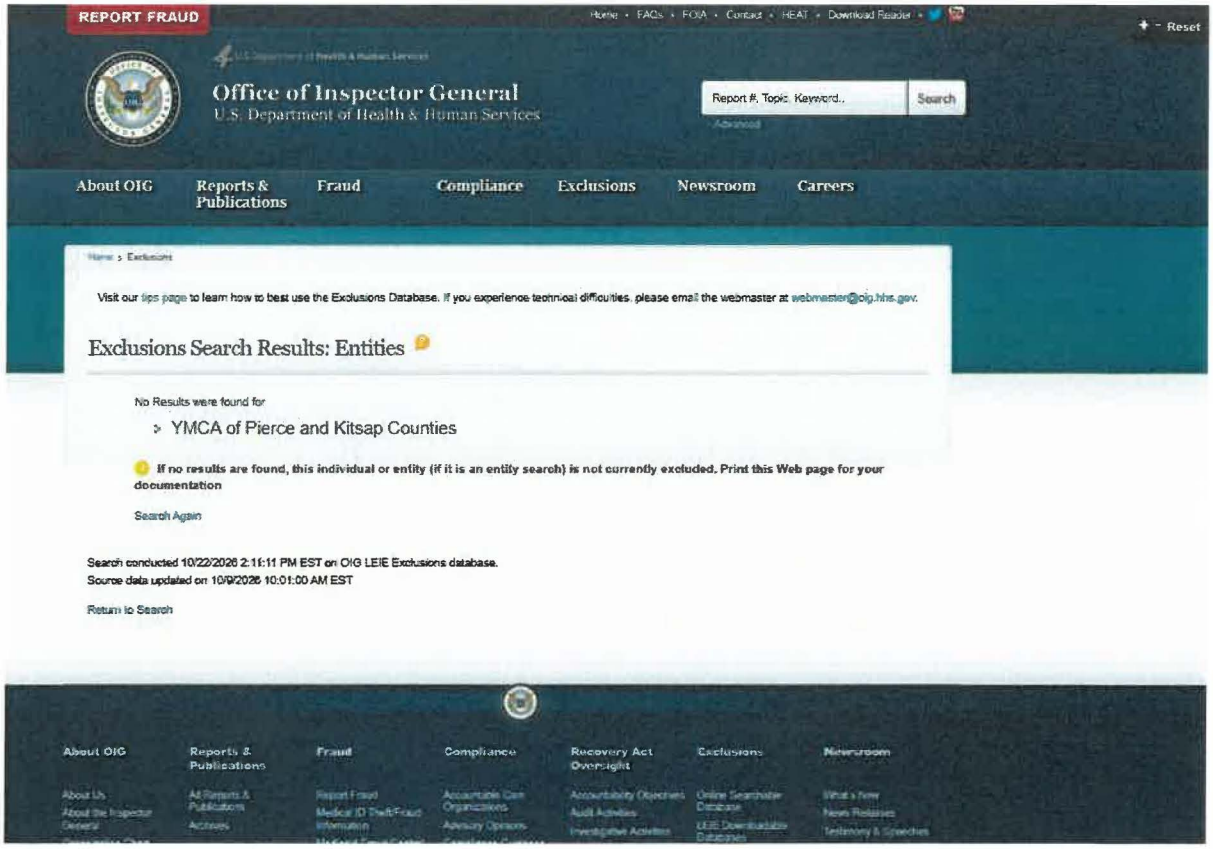
a. You;

b. Your "executive officers," directors, "employees," and

c. Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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