

 DSHS <small>WASHINGTON STATE Department of Social and Health Services</small>	<h2 style="text-align: center;">AAA AGREEMENT</h2> <h3 style="text-align: center;">Health Related Social Needs</h3>		DSHS CONTRACT #: 2569-66455
<p>This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.</p>		<p>Program Contract Number Contractor Contract Number: KC-081-26</p>	
CONTRACTOR NAME		CONTRACTOR DBA	
Kitsap County		Kitsap County Division of Aging & LTC	
CONTRACTOR ADDRESS 614 Division St MS23 Pt. Orchard, WA 98366-4676		CONTRACTOR DSHS INDEX NUMBER 1076	
CONTRACTOR CONTACT TELEPHONE (360) 337-5624	CONTRACTOR FAX (360) 337-5747	CONTRACTOR E-MAIL ADDRESS sasmith@kitsap.gov	
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Division of Home And Community Services	DSHS CONTRACT CODE 1028LS-69	
DSHS CONTACT NAME AND TITLE Lexie Bartunek Program Manager		DSHS CONTACT ADDRESS 4450 10th Ave SE Lacey, WA 98503	
DSHS CONTACT TELEPHONE (360)725-3548	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS bartuqa@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBERS	
CONTRACT START DATE 07/01/2025	CONTRACT END DATE 06/30/2026	MAXIMUM CONTRACT AMOUNT \$548,457.00	
ATTACHMENTS. The following Exhibits are attached to and incorporated into this Interlocal Agreement by reference: <input checked="" type="checkbox"/> Exhibits (specify): No Data Security Exhibit Exhibit A, Statement of Work, Exhibit B, AAA Funding Allotment			
The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE orjan Root, Chair		DATE SIGNED 1/12/26
DSHS SIGNATURE 	PRINTED NAME AND TITLE Jennifer Albertson, Contracts Manager		DATE SIGNED January 20, 2026

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.

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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

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\$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

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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.

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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:

 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

DSHS 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;

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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 statutes 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.

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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

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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

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(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

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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.

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- 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

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- 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.

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- 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,

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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

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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.

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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.

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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. "AAA contractor" means any separate agreement or contract between the AAA and an individual or entity ("AAA contracted provider") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- c. "AAA contracted provider" 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.
- d. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- e. "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.
- f. "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 Subpart E of 2 CFR part 200, Cost Principles for State, Local and Indian Tribal Governments; allowable costs and federal awards to non-profit organizations must be in conformance with 2 CFR part 200 Cost Principles for Non-Profit Organizations.
- g. "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 outcomes, 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 (OAA), the Social Security Act, the Senior Citizens Services Act (SCSA), or any other statute for which the AAA receives funds.
- h. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- i. "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, AAA contracted providers, third party contractors, volunteers, or directors.

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- j. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- k. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.
- l. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
- m. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section of office.
- n. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- o. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billings 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.
- p. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- q. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- r. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- s. "HRSN" means Health Related Social Needs". HRSN are unmet, adverse social conditions that negatively impact an individual's health. These conditions can include housing instability, homelessness, nutrition insecurity, and other factors that affect health outcomes.
- t. HRSN Care Coordination means funding provided for AAA or AAA contracted provider staffing to

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ensure adequate screening, eligibility determination, authorization/referral, optional follow-up, and documentation. Client management system will be Comprehensive Assessment Reporting Evaluation (CARE)/ProviderOne for individuals receiving Medicaid Long Term Services and Supports (LTSS) or GetCare/AAA payment process for other eligible individuals.

- u. HRSN Infrastructure means funding provided to build capacity to deliver HRSN services. This includes, but is not limited to, targeted provider recruitment and contracting, AAA contracted provider needs for commercial kitchen, storage and delivery equipment, and staff funding for outreach and marketing.
- v. HRSN Services are categorized under the following: (1) Caregiver Respite, (2) Home Accessibility Modifications, Remediations, Adaptation, and (3) Nutrition Supports. Services under each of these service categories are defined below.

(1) Caregiver Respite—provide intermittent temporary supervision on a short-term basis. Services provided to the individual are primarily non-medical and may include attending to the individual's basic self-help needs and other activities of daily living (ADLs). Caregiver respite services are provided in-home or in-facility to individuals or families meeting the financial, social, and clinical eligibility criteria. Eligible program participants may receive up to 336 hours of service per calendar year. Additional hours can be approved if the caregiver experiences an event, including medical treatment and hospitalization, that leaves an individual without their caregiver. Caregiver respite services are provided to the individual in their own home, health care facility, adult day care/health, or other location being used as the home. Caregiver respite services cannot be provided virtually or via telehealth.

(2) Home Accessibility Modifications, Remediations, and Adaptation

(a) Home Accessibility Modifications—The provision of home/environmental accessibility modification services to eliminate known home-based health and safety risks and ensure the occupants' health and safety in the living environment. Modifications must be conducted in accordance with applicable State and local building codes. Modifications are payable up to a lifetime maximum of \$7,500. A program participant may receive an exception to this maximum if their physical condition or living situation has changed so significantly that additional modifications are necessary to ensure the participants health, welfare, or independence. The services are available in a home that is owned, rented, leased or occupied by the individual or their caregiver. Examples of Accessibility Modification include but are not limited to:

- Ramps and grab-bars
- Wheelchair access improvements like doorway widening, stair lifts, and roll-in showers
- Installation of specialized electric and plumbing systems to accommodate medical equipment
- Door and cabinet handles

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- Non-skid surfaces
- Sound proofing
- Overhead track systems
- Making a bathroom or shower wheelchair accessible
- Personal Emergency Response System

(b) Home Remediations—The provision of home/environmental remediation services to eliminate known home-based health and safety risks and ensure the occupants' health and safety in the living environment. Examples of home remediation include but are not limited to:

- Allergen-impermeable mattress and pillow dustcovers
- Ventilation improvements and air filters
- Integrated Pest Management (sustainable approach to pest control combining various methods to minimize the use of pesticides and other interventions)
- De-humidifiers
- Minor mold removal and remediation services
- Carpet replacement
- Housing safety inspections
- Installation of washable curtains or synthetic blinds to prevent allergens

(c) Adaptation Home Devices—The provision, service delivery, and installation as needed of a home device to individuals for whom such equipment is clinically appropriate as a component of a treatment or prevention for home-device specific medical indication. Examples of Adaptation home devices include but are not limited to:

- Air conditioners/heater
- Air filtration—devices for individuals at health risk due to compromised air quality, and replacement air filters as needed.
- Portable power supply—for individuals who need access to electricity-dependent equipment or are at risk of public safety power shutoffs that may compromise their ability to use medically necessary devices.
- Mini refrigerator—for individuals who lack a working refrigerator unit or a unit that meets their medical needs.

(3) Nutrition Support services are listed below and shall be provided in accordance with all applicable laws, regulations, codes, and standards and may include:

- Medically Tailored meals (Home Delivered Meals)—Meals tailored to support individuals with health-related condition(s) for which nutrition supports would improve health outcomes. Meals may be provided up to three (3) meals a day for up to six (6) months with an option for renewal for up to six (6) months if clinical and social needs factors still apply.
- Short-term Grocery Provision—Service allows an individual to purchase an assortment of foods aimed at promoting improved nutrition for the program participant. Individuals may pick up food from food retailers or have food delivered to the program participants home if delivery service is available. Individuals may stock up on groceries for thirty (30)

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days, no more than once per calendar year. The cost of groceries for each instance of the service may not exceed 200% of the United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program (SNAP) Allowance for one (1) month.

- Pantry Stocking/Grab and Go Meals/Home Delivered Meals/Congregate Meals—This service allows a program participant to pick up food or have food delivered. Available for up to three (3) meals daily for up to six (6) months. It may be renewed for an additional six (6) months if it is determined the beneficiary still meets all eligibility criteria.
- Fruit and Vegetable Prescriptions—This service allows an individual to purchase fruits and vegetables. Fruits and vegetables available for purchase through this service may be fresh, frozen, or canned. Available for up to three (3) meals daily for up to six (6) months. It may be renewed for an additional six (6) months if it is determined that the program participant still meets all eligibility criteria.
- Nutrition Counseling and Education—Any combination of educational strategies designed to motivate and facilitate voluntary adoption of food choices and other food and nutrition-related behaviors conducive to health and well-being.

*** Note: Program participants cannot receive medically tailored meals, meals or pantry stocking, or short-term grocery provisions concurrently. ***

w. “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).

x. “Older Americans Act” refers to 45 CFR Part 1321, and any subsequent amendment or replacement statutes thereto.

y. “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.

z. “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 informative, transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232(a)(4)(b)(iv).

aa. “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/>.

bb. “Real Property” means land, including improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

cc. “Regulation” means any federal, state, or local regulation, rule, or ordinance.

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dd. "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.

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

ff. "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/>.

gg. "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. **Purpose.** The intent of this contract is to fund HRSN services and supports through the AAA aging network. Funds may not be repurposed to support non-AAA focused services and supports.
3. **Statement of Work.** The AAA shall provide the services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work (Exhibit A).
4. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **\$548,457**, including any and all expenses for HRSN services and supports and shall be based on the attached Exhibit B, funding allocation worksheet. A maximum consideration of **\$427,296** may be billed for service delivery (Caregiver Respite, Home Accessibility Modifications, Remediations, Adaptation, and Nutrition Support) including 15% admin on total service budget. AAA may bill a maximum consideration of **\$85,459** for Care Coordination. Care Coordination cannot exceed 20% of total services billed. Finally, AAA may bill a maximum consideration of **\$35,702** for HRSN Infrastructure as incurred.
5. **Billing and Payment.**
 - a. **Billing.** The AAA shall submit invoices using the State A-19 Invoice Voucher, or such other forms designated by DSHS. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the AAA, not more often than monthly.
 - b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the AAA on page one (1) of this Agreement. DSHS may, at its sole discretion, withhold payment claimed by the AAA for services rendered if AAA fails to satisfactorily comply with any term or condition of this Agreement.

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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 six (6) months 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.

6. **Background and Fingerprint Checks.** Background check will be completed with staff prior to having unsupervised access to clients and then every two (2) 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 (2) years as long as in-state residency remain continuous). Documentation of successful completion of required background and fingerprint checks must be maintained.
7. **Duty to Disclose Business Transactions.** Pursuant to 42 CFR 455.105(b), within thirty-five (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:
 - a. The ownership of any AAA contracted provider with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any AAA contracted provider, 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).
8. **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.

Exhibit A, Statement of Work

The Area Agency on Aging (AAA) may provide the following Health Related Social Needs (HRSN) services either directly or through administrative oversight of AAA contracted providers. The AAA shall comply with all applicable state and federal statute and rules, including but not limited to the United States Code, the Code of Federal Regulations, the Revised Code of Washington, the Washington Administrative Code (WAC), Federal Home and Community Based Services (HCBS) Waivers and Medicaid State Plan, and any and all Department of Human Services (DHS)/Home and Community Living Administration (HCLA) standards, guidelines, policy manuals, and management bulletins.

If a proposed change or combination of changes in any DHS/HCLA standard, guideline, policy manual and/or management bulletin after the commencement of this agreement creates a new and material impact, to the extent possible and as quickly as possible DHS will consult with the AAA or its professional association to identify potential impacts and when possible, identify how to mitigate impacts within available funding.

HRSN Services and Supports

Provide specified services below included under the Medicaid Transformation Project (MTP), Washington State's Section 1115 demonstration waiver (**RCW 74.09.5222**) to individuals who are enrolled in Medicaid Apple Health that meet the social and clinical eligibility criteria for the respective service. HRSN services and supports shall be delivered to eligible Medicaid individuals and cannot supplant services in place under Older Americans Act (OAA)/Senior Citizens Services Act (SCSA). AAAs may expand on existing services or provide service to new recipients. AAA contracted providers qualified through the procurement protocols of Policy and Procedure Manual for AAA Operation, Chapter 6, may be utilized to provide HRSN services. AAAs will expand the provider network as needed for HRSN service provision.

Each AAA will submit an annual report on HRSN Infrastructure, Care Coordination, and service provision. The due date for the annual report will be published in the HRSN Management Bulletin.

HRSN services cannot supplant services and supports currently being provided.

1. **HRSN Infrastructure.** Funding is provided to build capacity to deliver HRSN services. This includes, but is not limited to, targeted provider recruitment and contracting, AAA contracted provider needs for commercial kitchen, storage and delivery equipment, and staff funding for outreach and marketing.

**It is strongly encouraged that outreach efforts for each AAA should include collaboration and training on HRSN services with the local Planning and Service Area provider of WA 211 to streamline referral and access to HRSN services.

2. **HRSN Care Coordination.** Funding is provided for AAA or AAA provider contractor staffing to ensure adequate screening, eligibility determination, authorization/referral, optional follow-up, and documentation. Client management system will be Comprehensive Assessment Reporting Evaluation (CARE)/ProviderOne for individuals receiving Medicaid Long Term Services and Supports (LTSS) or GetCare/AAA payment process for other eligible individuals. Care Coordination billing cannot exceed 20% of the total services billed.

3. **HRSN Services.** AAAs may bill 15% admin of total service budget (Caregiver Respite, Home Accessibility Modifications, Remediations, and Adaptation, and Nutrition Support).

- a. **Nutrition Supports.** The Contractor may provide Nutrition Support services included under the

MTP 2.0 to individuals that meet the financial, social, and clinical eligibility criteria for the respective service. The Contractor or the AAA contracted provider shall access clients for eligibility using established social and clinical criteria and enroll eligible individuals for services through the designated client management system. Nutrition supports services shall be provided in accordance with all applicable laws, regulations, codes, and standards and may include:

- Fruit and Vegetable Prescriptions
- Medically Tailored Meals (HDM)
- Nutrition Counseling and Education
- Pantry Stocking/Grab and Go Meals/Home Delivered Meals/Congregate Meals
- Short-term Grocery Provision

The Contractor shall establish a rate(s) for services up to the maximum amount established under the MTP 2.0.

Program participants cannot receive medically tailored meals, meals or pantry stocking, or short-term grocery provisions concurrently.

HRSN Nutrition Support Services			
Service	Eligibility Criteria	Service Ceilings	Fee Schedule
Fruit and Vegetable Prescriptions	Enrolled in Apple Health AND Have at least one (1) Chronic Condition AND Low/Very Low Food Security	Available for up to three (3) meals daily for up to six (6) months with an option—may be renewed for up to six (6) months if the client continues to meet eligibility criteria	Up to \$83.33/month
Medically Tailored Meals	Enrolled in Apple Health AND Have Low/Very Low Food Security AND At least one (1) Chronic Condition AND has been or is being discharged from institutional care, hospital or congregate setting within six (6) months or at high risk of hospitalization or	Up to three (3) meals daily for up to six (6) months. **HRSN service participants cannot receive medically tailored meals, meals or pantry stocking, or short-term grocery provisions concurrently.**	Up to \$20.50/meal

	nursing facility placement		
Nutrition Counseling and Education	Enrolled in Apple Health AND Have Low/Very Low Food Security		Up to \$33.48/unit
Pantry Stocking or Meals	Enrolled in Apple Health AND have Low/Very Low Food Security AND have at least one (1) Chronic Condition	Available for up to three (3) meals daily for up to six (6) months with an option—may be renewed for up to six (6) months if the client continues to meet eligibility criteria. **HRSN service participants cannot receive medically tailored meals, meals or pantry stocking, or short-term grocery provisions concurrently. **	Up to \$500
Short-Term Grocery Provision	Enrolled in Apple Health AND Have Low/Very Low Food Security	HRSN service participants may stock up on groceries for thirty (30) days, no more than once per calendar year. **HRSN service participants cannot receive medically tailored meals, meals or pantry stocking, or short-term grocery provisions concurrently. **	Cost of the groceries for each instance or service may not exceed 200% of the U.S. Department of Agriculture (USDA) Senior Nutrition Assistance Program (SNAP) Allowance for one (1) month. Up to \$584/month

b. Home Accessibility Modifications, Remediations and Adaptation

The Contractor may provide Home Accessibility Modifications, Remediation, and/or Adaptations included under the MTP 2.0 to individuals and families that meet the financial social, and clinical eligibility criteria.

The Contractor or AAA contracted provider shall assess clients for eligibility based on the

established social and clinical factors and enroll eligible individuals for services through the designated client management system. Services under this part shall be provided in accordance with all applicable laws, regulations, codes, and standards and may include:

- Home Accessibility Modifications—The provision of home/environmental accessibility modification services to eliminate known home-based health and safety risks and ensure the occupants' health and safety in the living environment. Examples of Accessibility Modification include:
 - Ramps and grab-bars
 - Wheelchair access improvements like doorway widening, stair lifts, and roll-in showers
 - Installation of specialized electric and plumbing systems to accommodate medical equipment
 - Door and cabinet handles
 - Non-skid surfaces
 - Sound proofing
 - Overhead track systems
 - Making a bathroom and shower wheelchair accessible
 - Personal Emergency Response System

Home Accessibility Modifications			
Service	Eligibility Criteria	Service Ceilings	Fee Schedule
Home Accessibility Modification	Enrolled in Apple Health AND has a Chronic Health Condition causing physical limitations with inaccessible living environments AND the HRSN service participant or family requires a clinically appropriate home modification and the housing can be modified cost-effectively and the HRSN service participant needs a home inspection and/or transition to another housing option OR HRSN service participant or family lives in a home that is not accessible or unsafe due to the HRSN service participant's disability or medical condition	Modifications are payable up one time in a HRSN funding cycle (2025-2028) of \$7,500 unless an exception is granted by the SUA to extend this ceiling. Modifications must be conducted in accordance with applicable State and local building codes.	Maximum of \$7,500 or amount approved with exception.

<p>and the home can be modified and the HRSN service participant needs a home inspection and/or transition to another housing option OR the HRSN service participant or family is in a home that is negatively impacting their health, due to factors including but not limited to pests, mold, elements of the home are in disrepair, the HRSN service participant has exposure to pathogens/hazards and/or the property is inadequately maintained, and the HRSN participant needs a home inspection or healthy home, or the HRSN participant needs to transition to another housing option.</p>		
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Modifications must be conducted in accordance with applicable State and local building codes. Modifications are payable up to a lifetime maximum of \$7,500. A program participant may receive an exception to this maximum if their physical condition or living situation has changed so significantly that additional modifications are necessary to ensure their health, welfare, or independence.

The services are available in a home that is owned, rented, leased, or occupied by the individual or their caregiver.

For a home that is not owned by the individual, the individual must provide written consent from the owner for physical adaptations to the home or for equipment that is physically installed in the home.

AAA must upload into the GetCare electronic file cabinet, a document of a current licensed health care provider's order specifying the requested services for the HRSN service participant with a brief evaluation specific to the participant describing how and why the service meets the needs of the participant; and then a home visit must be conducted to determine suitability of requested service/s.

- Home Remediations—The provision of home/environmental remediation services to eliminate known home-based health and safety risks and ensure the occupants' health and safety in the living environment. Examples of Remediation include:

- Allergen-impermeable mattress and pillow dustcovers
- Ventilation improvements and air filters
- Integrated Pest Management (sustainable approach to pest control that combines various methods to minimize the use of pesticides and other interventions)
- De-humidifiers
- Minor mold removal and remediation services
- Carpet replacement
- Housing safety inspections
- Installation of washable curtains or synthetic blinds to prevent allergens

Home Remediations			
Service	Eligibility Criteria	Service Ceiling	Fee Schedule
Home Remediation	Enrolled in Apple Health AND has a Chronic Health Condition for which remediation may be reasonably expected to improve health outcomes AND the HRSN service participant or family requires a clinically appropriate home modification and the housing can be modified cost-effectively and the HRSN service participant needs a home inspection and/or transition to another housing option OR HRSN service participant or family lives in a home that is not accessible or unsafe due to the HRSN service participant's disability or medical condition and the home can be modified and the HRSN service participant needs a home inspection and/or		Up to \$5,000

	<p>transition to another housing option OR the HRSN service participant or family is in a home that is negatively impacting their health, due to factors including but not limited to pests, mold, elements of the home are in disrepair, the HRSN service participant has exposure to pathogens/hazards and/or the property is inadequately maintained, and the HRSN participant needs a home inspection or healthy home, or the HRSN participant needs to transition to another housing option.</p>		
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- Adaptation Home Devices

- air conditioners/heater—The provision, service delivery, and installation as needed of a home device to individuals for whom such equipment is clinically appropriate as a component of a treatment or prevention for a home-device specific medical indication
- air filtration—devices for individuals at health risk due to compromised air quality, and replacement air filters as needed.
- portable power supply—for individuals who need access to electricity-dependent equipment or are at risk of public safety power shutoffs that may compromise their ability to use medically necessary devices.
- mini refrigerator—for individuals who lack a working refrigerator unit or a unit that meets their medical needs.

Adaptation Home Devices			
Service	Eligibility Criteria	Service Ceiling	Fee Schedule
Adaptation Home Devices	Enrolled in Apple Health AND HRSN service participants at risk for institutionalization due to inaccessible living environments		

Air conditioner			Up to \$880
Air filtration device			Up to \$500
Air filter replacement			Up to \$80
Portable power supply			Up to \$1,400
Heater			Up to \$220
Mini refrigerator			Up to \$300

The Contractor shall establish a rate(s) for services up to the maximum amount established under the MTP 2.0.

AAA must obtain and retain in GetCare a document of a current licensed health care provider's order specifying the requested services for the HRSN service participant with a brief evaluation specific to the participant describing how and why the service meets the needs of the participant; and then a home visit must be conducted to determine suitability of requested service/s.

c. Caregiver Respite

The Contractor may provide Caregiver Respite Services (in-home or in-facility) included under the MTP 2.0 to individuals or families that meet the financial, social, and clinical eligibility criteria.

The Contractor or AAA contracted provider shall assess clients for eligibility based on the established social and clinical factors and enroll eligible individuals for services through the designated client management system. Services for caregiver respite shall be provided in accordance with all applicable laws, regulations, codes, and standards.

The Contractor shall establish a rate(s) for services up to the maximum amount established under the MTP 2.0.

Eligible program participants may receive up to 336 hours of service per calendar year. The limit is inclusive of all in-home and in-facility services. Additional hours can be approved if the caregiver experiences an event, including medical treatment and hospitalization, that leaves an individual without their caregiver.

Caregiver respite services are provided to the individual in their own home, health care facility, adult day care, or another location being used as the home. Caregiver respite services cannot be provided virtually or via telehealth.

Caregiver Respite			
Service	Eligibility Criteria	Service Ceiling	Fee Schedule
Caregiver Respite—in home	Enrolled in Apple Health AND HRSN eligible service participant whose unpaid caregiver requires relief to avoid HRSN eligible service participant institutionalization AND unpaid caregiver reports stress or fatigue or competing time commitment or scheduled vacation AND HRSN eligible service participant	Eligible HRSN service participants may receive up to 336 hours of service per calendar year. Additional hours can be approved through an exception process.	Medicaid rate for Medicaid contracted home care providers.

	reports challenge finding or affording alternative care.		
Caregiver Respite—in facility	Enrolled in Apple Health AND HRSN eligible service participant whose unpaid caregiver requires relief to avoid HRSN eligible service participant institutionalization AND unpaid caregiver reports stress or fatigue or competing time commitment or scheduled vacation AND HRSN eligible service participant reports challenge finding or affording alternative care.		Up to \$554 per diem

Exhibit B HRSN Funding Allocation

HRSN Contract Funding

AAA	HRSN Services (Nutrition Support, Home Modifications, Caregiver Respite)	HRSN Services Admin (Nutrition Support, Home Modifications, Caregiver Respite Admin)	HRSN Care Coordination	HRSN Infrastructure	FY26 Total
Olympic	\$ 555,994.35	\$ 98,116.65	\$ 130,822.00	\$ 51,574.00	\$ 836,507.00
Northwest	\$ 639,082.70	\$ 112,779.30	\$ 150,372.00	\$ 58,414.00	\$ 960,648.00
Snohomish	\$ 1,288,610.20	\$ 227,401.80	\$ 303,202.00	\$ 111,886.00	\$ 1,931,100.00
King	\$ 4,306,393.25	\$ 759,951.75	\$ 1,013,271.00	\$ 360,323.00	\$ 6,439,939.00
Pierce	\$ 1,722,209.65	\$ 303,919.35	\$ 405,226.00	\$ 147,582.00	\$ 2,578,937.00
L/M/T*	\$ 822,422.60	\$ 145,133.40	\$ 193,511.00	\$ 73,507.00	\$ 1,234,574.00
Southwest	\$ 1,511,753.05	\$ 266,779.95	\$ 355,707.00	\$ 130,256.00	\$ 2,264,496.00
Central	\$ 555,497.10	\$ 98,028.90	\$ 130,705.00	\$ 51,533.00	\$ 835,764.00
Southeast	\$ 1,565,984.75	\$ 276,350.25	\$ 368,467.00	\$ 134,721.00	\$ 2,345,523.00
Yakama Nation	\$ 110,454.95	\$ 19,492.05	\$ 25,989.00	\$ 14,895.00	\$ 170,831.00
Eastern*	\$ 1,360,753.10	\$ 240,132.90	\$ 320,177.00	\$ 117,825.00	\$ 2,038,888.00
Colville Indian	\$ 72,642.70	\$ 12,819.30	\$ 17,092.00	\$ 11,782.00	\$ 114,336.00
Kitsap	\$ 363,201.60	\$ 64,094.40	\$ 85,459.00	\$ 35,702.00	\$ 548,457.00
FY 26 Total	\$ 14,875,000.00	\$ 2,625,000.00	\$ 3,500,000.00	\$ 1,300,000.00	\$ 22,300,000.00

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