



INTERLOCAL AGREEMENT
AREA AGENCY ON AGING – OLDER AMERICANS
ACT

DSHS CONTRACT #:
2669-68181

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.

Program Contract Number
KC-204-26

Unique Entity ID (UEI)
LD6MNJ62JQD1.

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|--|---|---|--|
| CONTRACTOR NAME Kitsap County | | CONTRACTOR DBA Kitsap County Division of Aging & LTC | |
| CONTRACTOR ADDRESS 614 Division St MS23 Pt. Orchard, WA 98366-4676 | | CONTRACTOR UNIFORM BUSINESS IDENTIFIER 182-002-345 | CONTRACTOR'S 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 1015LS-69 |
| DSHS CONTACT NAME AND TITLE Lexie Bartunek Program Manager | | DSHS CONTACT ADDRESS 4450 10th Ave SE LaceyWA 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? Yes | | ASSISTANCE LISTING NUMBERS 93.041 93.043 93.044 93.045 93.053 93.052 | |
| CONTRACT START DATE 01/01/2026 | CONTRACT END DATE 09/30/2027 | MAXIMUM CONTRACT AMOUNT \$1,071,610.00 | |
| ATTACHMENTS. The following Exhibits are attached to and incorporated into this Interlocal Agreement by reference: <input checked="" type="checkbox"/> Exhibit A. Statement of Work; Exhibit B. Budget; Exhibit C. Local Match Certification Form Exhibit D Notice of Award <input type="checkbox"/> No Exhibits | | | |
| This Interlocal Agreement, including all Exhibits and other documents attached or incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Interlocal Agreement shall be deemed to exist or bind the parties. | | | |
| CONTRACTOR SIGNATURE | | PRINTED NAME AND TITLE Oran Root, Chair | DATE SIGNED 4/13/26 |
| DSHS SIGNATURE | | PRINTED NAME AND TITLE Jessica Barbour, Contract Specialist | DATE SIGNED 04/16/2026 |

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

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cover the AAA Provider Contractor wherever the service is performed with minimum limits of \$2,000,000 per occurrence; and \$4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds;

Or

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

Or

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

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

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

d. Workers' Compensation

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

e. Employees and Volunteers

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

f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

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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:

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

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

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

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

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

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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. AL TSA 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 subsection, "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.

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36. Definitions

- a. "Business Associate," as used in this Contract, means the "Contractor" and generally has the same meaning as the term "business associate" at 45 CFR 160.103. Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.
- b. "Business Associate Agreement" means this HIPAA Compliance section of the Contract and includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.
- c. "Breach" means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 CFR 164.402.
- d. "Covered Entity" means DSHS, a Covered Entity as defined at 45 CFR 160.103, in its conduct of covered functions by its health care components.
- e. "Designated Record Set" means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about Individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about Individuals.
- f. "Electronic Protected Health Information (EPHI)" means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 160.103.
- g. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act).
- h. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164.
- i. "Individual(s)" means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Minimum Necessary" means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.
- k. "Protected Health Information (PHI)" means individually identifiable health information created, received, maintained or transmitted by Business Associate on behalf of a health care component of the Covered Entity that relates to the provision of health care to an Individual; the past, present, or future physical or mental health or condition of an Individual; or the past, present, or future payment for provision of health care to an Individual. 45 CFR 160.103. PHI includes demographic information that identifies the Individual or about which there is reasonable basis to believe can be used to identify the Individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium and includes EPHI. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv) or employment records held by a Covered Entity in its role as employer.
- l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,

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

- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.

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

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

- a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
- b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
- c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
- f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.

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- g. **Failure to Cure.** If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition, If Business Associate learns of a pattern or practice of its Subcontractors that constitutes a violation of the Business Associate's obligations under the terms of their contract and reasonable steps by the Business Associate do not end the violation, Business Associate shall terminate the Subcontract, if feasible.
- h. **Termination for Cause.** Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
- i. **Consent to Audit.** Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
- j. **Obligations of Business Associate Upon Expiration or Termination.** Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- k. **Survival.** The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.

39. Individual Rights.

a. Accounting of Disclosures.

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

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- (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).
- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

- (1) Business Associate shall make available PHI that it holds that is part of a Designated Record Set when requested by DSHS or the Individual as necessary to satisfy DSHS's obligations under 45 CFR 164.524 (Access of Individuals to Protected Health Information).
- (2) When the request is made by the Individual to the Business Associate or if DSHS asks the Business Associate to respond to a request, the Business Associate shall comply with requirements in 45 CFR 164.524 (Access of Individuals to Protected Health Information) on form, time and manner of access. When the request is made by DSHS, the Business Associate shall provide the records to DSHS within ten (10) business days.

c. Amendment.

- (1) If DSHS amends, in whole or in part, a record or PHI contained in an Individual's Designated Record Set and DSHS has previously provided the PHI or record that is the subject of the amendment to Business Associate, then DSHS will inform Business Associate of the amendment pursuant to 45 CFR 164.526(c)(3) (Amendment of Protected Health Information).
- (2) Business Associate shall make any amendments to PHI in a Designated Record Set as directed by DSHS or as necessary to satisfy DSHS's obligations under 45 CFR 164.526 (Amendment of Protected Health Information).

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

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

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

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

43. Breach Notification.

- a. In the event of a Breach of unsecured PHI or disclosure that compromises the privacy or security of PHI obtained from DSHS or involving DSHS clients, Business Associate will take all measures required by state or federal law.
- b. Business Associate will notify DSHS within one (1) business day by telephone and in writing of any acquisition, access, Use or disclosure of PHI not allowed by the provisions of this Contract or not authorized by HIPAA Rules or required by law of which it becomes aware which potentially compromises the security or privacy of the Protected Health Information as defined in 45 CFR 164.402 (Definitions).
- c. Business Associate will notify the DSHS Contact shown on the cover page of this Contract within one (1) business day by telephone or e-mail of any potential Breach of security or privacy of PHI by the Business Associate or its Subcontractors or agents. Business Associate will follow telephone or e-mail notification with a faxed or other written explanation of the Breach, to include the following: date and time of the Breach, date Breach was discovered, location and nature of the PHI, type of Breach, origination and destination of PHI, Business Associate unit and personnel associated with the Breach, detailed description of the Breach, anticipated mitigation steps, and the name, address, telephone number, fax number, and e-mail of the individual who is responsible as the primary point of contact. Business Associate will address communications to the DSHS Contact. Business Associate will coordinate and cooperate with DSHS to provide a copy of its investigation and other information requested by DSHS, including advance copies of any notifications required for DSHS review before disseminating and verification of the dates notifications were sent.
- d. If DSHS determines that Business Associate or its Subcontractor(s) or agent(s) is responsible for a Breach of unsecured PHI:
 - (1) requiring notification of Individuals under 45 CFR § 164.404 (Notification to Individuals), Business Associate bears the responsibility and costs for notifying the affected Individuals and receiving and responding to those Individuals' questions or requests for additional information;
 - (2) requiring notification of the media under 45 CFR § 164.406 (Notification to the media), Business Associate bears the responsibility and costs for notifying the media and receiving and responding to media questions or requests for additional information;
 - (3) requiring notification of the U.S. Department of Health and Human Services Secretary under 45 CFR § 164.408 (Notification to the Secretary), Business Associate bears the responsibility and costs for notifying the Secretary and receiving and responding to the Secretary's questions or requests for additional information; and
 - (4) DSHS will take appropriate remedial measures up to termination of this Contract.

44. Miscellaneous Provisions.

- a. Regulatory References. A reference in this Contract to a section in the HIPAA Rules means the section as in effect or amended.
- b. Interpretation. Any ambiguity in this Contract shall be interpreted to permit compliance with the

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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. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- c. "Allocable costs" are those costs which are chargeable or assignable to a particular cost objective in accordance with the relative benefits received by those costs.
- d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.
- f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.
- g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.
- h. "CFR" means Code of Federal Regulations. All references in this Agreement to the CFR shall include any successor, amended, or replacement regulation.
- i. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.
- j. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
- k. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
- l. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
- m. "Designated Record Set" means a group of records maintained by or for the Covered Entity that is the medical and billing records about the individuals or the enrollment, payment, claims adjudication, and case or medical management records, used in whole or part by or for the Covered Entity to make decisions about individuals.

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- n. "DSHS" or "the Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
- o. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit.
- p. "HIPAA" means the Health Information Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.
- q. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- r. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.
- s. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- t. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).
- u. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
- v. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- w. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- x. "Subcontract" and "AAA Provider Contract" means any separate agreement or contract between the AAA and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.
- y. "Subcontractor" and "AAA Provider Contractor" means an individual or entity (including its officers, directors, trustees, employees, and/or agents) with whom the AAA contracts to provide services that are specifically defined in the Area Plan or are otherwise approved by DSHS in accordance with this Agreement.
- z. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
- aa. "Supplies" means all tangible personal property other than equipment as defined herein.

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

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

2. **Statement of Work.** The AAA shall perform the services as set forth in the attached Statement of Work (Exhibit A).
3. **Billing Procedure.** DSHS shall pay to the AAA all allowable and allocable costs incurred as evidenced by proper invoice by the AAA submitted to DSHS on a monthly basis in accordance with the Budget (Exhibit B), which is attached hereto and incorporated herein. The AAA shall request payment using forms as designated by DSHS.
4. **Payment.** DSHS shall pay the AAA upon acceptance by DSHS of properly-completed invoices and approval of required reports. DSHS shall pay the AAA an amount not to exceed the maximum consideration specified on Page 1 of this Agreement for the satisfactory performance of all work set forth in the Statement of Work. If this Agreement is terminated, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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

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

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

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

5. **Grant Award Documents.** Exhibit D, Notice of Award, is attached hereto and incorporated herein. Future Notices of Awards for this Agreement will be posted at [AAA - Notice of Awards](#) and AAAs will be notified when the Notice of Awards are posted.
6. **Confidentiality.** In addition to General Terms and Conditions Confidentiality language, the AAA or its Subcontractors may disclose information to each other, to DSHS, or to appropriate authorities, for purposes directly connected with the services provided to the client. This includes, but is not limited to, determining eligibility, providing services, and participation in disputes, fair hearings or audits. The AAA

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

7. **Unique Entity Identifier (UEI).** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public Law 109-282) implemented on October 1, 2010, the Contractor must provide their UEI Number for this Agreement. The Contractor's UEI Number is LD6MNJ62JQD1. If the UEI Number changes, the Contractor must immediately notify the DSHS Contact listed on Page 1 of this Agreement and provide the correct UEI Number.
8. **Amendment Clause Exception.** The only exception to the General Term and Condition Amendment clause (clause 1.) is when an amendment must be processed to distribute federal funds to the Contractor and the funds must be obligated in a Short Timeframe. Short Timeframe means the Contractor is unable to follow their standard contract execution procedures in order to timely obligate the federal funds. By execution of this Contract, the Contractor prospectively agrees to the terms of the federal fund distribution amendment, which shall be limited to only adding funds to the Contractor's Budget. The Contractor's designated point-of-contact shall also email DSHS its acceptance of the amendment prior to final signing of the amendment.
9. **Background and Fingerprint Checks.** Background check will be completed with staff prior to having unsupervised access to clients and then every two years thereafter, and as required under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. Fingerprint check is required for staff residing in the state less than three (3) consecutive years before employment (this is not required to be updated every two years as long as in state residency remains continuous). Documentation of successful completion of required background and fingerprint checks must be maintained.
10. **Grant requirements.** Contractor shall adhere to the following in carrying out requirements of this Contract:
 - a. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**
 - (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold https://www.acquisition.gov/far/part-2#FAR_2_101 as described in 48 CFR 2.101.
 - b. Recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect

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

11. **Area Plan.** The Contractor will work with HCLA to answer and resolve any CY26 Area Plan budget allocation, direct services approvals, contracts and commercial relationships approval, and 7.01 planning questions/revisions within one month of receipt of questions from HCLA.
12. **Duty to Disclose Business Transactions.** Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, Contractor must submit full and complete information related to Contractor's business transactions that include:

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

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

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

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Exhibit A, Statement of Work

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

- 1. Area Plan.** The AAA shall continue to implement their DSHS approved area plan in accordance with DSHS guidelines. The area plan shall provide for a comprehensive and coordinated community-based system of services for older individuals living in the AAA planning and service area, in accordance with the requirements and assurances in the Older Americans Act. A budget supporting projections of OAA services with number of clients to be served and number of units of service to be provided shall be developed and submitted to DSHS/HCLA annually for the period of January 1 – December 31.
- 2. Services provided by the AAA.** The AAA shall provide services according to its approved Area Plan and the Older Americans Act to target those in the Greatest Economic Need and Greatest Social Need as defined by each Planning and Service Area (PSA).
- 3. Sub-recipient Requirements.** As a sub-recipient of federal funds from the Department of Health and Human Services, the AAA shall comply with federal grant sub-recipient requirements contained in 45 CFR 92.

OLDER AMERICANS ACT - FORMULA WORKSHEET
 AAA: Kitsap County
 Budget Period: 1/1/26 - 9/30/27

FUNDING AMOUNTS AND COMPUTATION OF TRANSFERS

| | 3B | 3C1 | 3C2 | 3D | 3E | T7 | NSIP | Total OAA | Transfer Percentages | Maximum % Allowed |
|------------------------------|---------|-----------|----------|--------|---------|-------|--------|-----------|----------------------|-------------------|
| Funding allotment | 271,060 | 381,853 | 255,970 | 16,368 | 115,536 | | | 1,071,610 | | |
| Interfund transfer request | | | | | | | | | | |
| From B to C | 0 | 0 | 0 | | | | | | 0.00% | 30.00% |
| From C to B | 191,377 | (117,377) | (74,000) | | | | | | 30.00% | 30.00% |
| From C1 to C2 | | 0 | 0 | | | | | | 0.00% | 40.00% |
| From C2 to C1 | | 0 | 0 | | | | | | 0.00% | 40.00% |
| Total transfers | 191,377 | (117,377) | (74,000) | | | | | 0 | | |
| Total Funding After Transfer | 462,437 | 264,576 | 181,870 | 16,368 | 115,536 | 1,835 | 28,788 | 1,071,610 | | |

REQUIRED MATCH BY FUNDING SOURCE

| | 3B | 3C1 | 3C2 | 3E | Total |
|----------------------|--------|--------|--------|--------|---------|
| Administration Match | 10,845 | 9,334 | 10,667 | 3,662 | 34,698 |
| Services Match | 75,868 | 41,749 | 26,465 | 34,661 | 178,742 |
| Total Match | 86,711 | 51,083 | 37,133 | 38,513 | 213,440 |

BUDGETED MATCH BY FUNDING SOURCE

| | 3B | 3C1 | 3C2 | 3E | Total Match | Total Match from Budget Worksheet |
|----------------------|--------|--------|--------|--------|-------------|-----------------------------------|
| Administration Match | 10,845 | 9,333 | 10,667 | 3,661 | 34,698 | 34,698 |
| Services Match | 75,868 | 41,749 | 26,465 | 34,661 | 178,739 | 178,739 |
| Total Match | 86,710 | 51,082 | 37,132 | 38,512 | 213,435 | 213,435 |

BUDGETED MATCH PERCENTAGE

| | Title 3B | Title 3C1 | Title 3C2 | Title 3E |
|---|----------|-----------|-----------|----------|
| % of Admin. Match Budgeted (Minimum 25%) | 25.00% | 25.00% | 25.00% | 25.00% |
| % of Services Match Budgeted (3B, C1, C2 Min 15%; 3E Min 25%) | 15.00% | 15.00% | 15.00% | 25.00% |

ADMINISTRATION EXPENDITURE LIDS

T3E - must not exceed 10%
 T3 Total - Must not exceed 10% if Coordination is not budgeted
 T3 Total - Must be exactly 10% if Coordination is budgeted

| Title 3E | T3 Total |
|----------|----------|
| 10.00% | 10.00% |

OMBUDSMAN MINIMUM FUNDING LEVEL

Amount expended in 2019 (less amount given to Commerce)
 Current Year Total Budget
 Current Year Budgeted Ombudsman

| T3B | TVII |
|---------|-------|
| 0 | 0 |
| 462,437 | 1,835 |
| 7,138 | 1,535 |

T3E MAXIMUM FUNDING LEVEL

Respite Care Services (Maximum 35%)

| |
|-------|
| 0.67% |
|-------|

T3B MINIMUM FUNDING LEVELS

Access Services (Minimum 15%)
 Legal Services (Minimum 11%)
 In-Home Services (Minimum 1%)

| |
|--------|
| 50.57% |
| 11.65% |
| 1.00% |

T3C1 MAXIMUM FUNDING LEVELS

Grab & Go Meals (Maximum 25%)

| |
|-------|
| 0.00% |
|-------|

Older Americans Act
Transfer Justification Sheet

AAA:
Budget Period: 1/1/26 - 9/30/27

Kitsap County

| | |
|---|--|
| Amount of Transfer | 191,377 |
| Purpose of Transfer | 117,377 from C1 to 3B; 74,000 from C2 to 3B |
| Need for Transfer | Support of Access programs (I&A) and Public Education in 3B |
| Impact of Transfer on Provision of Services | Local prioritization process supports Title 3B access services (I&A) and public education as part of the top tier. These transfers of C1 to 3B and C2 to 3B allows for maximum fiscal flexibility according to that process. |
| | |

Special Terms and Conditions

Exhibit C



Funds Match Certification

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

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

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

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

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

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

TYPE OF SERVICE/CONTRACT

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

Instructions

Name: Printed name of the entity's agent authorized to complete certification form.

Type and source of funds: The type and source of funds used. Please break out different types of funding sources. Not all funding sources will be necessary to complete each certification. In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).

Dollar amount: Dollars that were used to match funds paid during the time period. Dollars reported must agree with amount on the final billing.

Time frame: Period of time the services were provided.

Type of service/contract: Services eligible for matching.

Name of entity: Name of entity that is providing the funding match.

Name of authorized agent: Name of agent, if different than "name of entity" above, that is authorized to act on behalf of entity.

Contract/vendor number: The contract or vendor number of the entity.

Authorized representative's signature: The signature of the entity authorized representative.

Special Terms and Conditions

Date: Date when form was completed.

Title or position: Title or position of entity authorized representative

Printed name: Printed name of authorized representative.

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



EXHIBIT D

Notice of Award

Title of Program: (OANS) Older Americans Act Nutrition Services Incentive Program for the States

Award Authority: P.L. 116-131 (OAA)

Grantee:
Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025

Grant No.: 2601WAOANS-00
Award Instrument: Grant (Formula)
Project Period: 10-01-2025 - 09-30-2027
Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7
DUNS#: 127347115

CFDA: 93.053
UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994325 | \$526,803.00 | \$526,803.00 |
| | Total | \$526,803.00 | \$526,803.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.


Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Nutrition Services Incentive Program for the States
Grant No.: 2601WAOANS-00
Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
 - Federal Awardee Performance and Integrity Information System (FAPIIS)
2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.
 3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.
 4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the FFRs on an annual basis within 90 days after each reporting period. The final FFR is due within 120 days after the project period end date. All FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:
 - a. The annual FFR covering the reporting period ending on September 30, 2026 is due by December 29, 2026;
 - b. The final FFR is due by January 28, 2028.
 5. NSIP provides additional funding to States, Territories and eligible Tribal organizations that is used exclusively to purchase food, not meal preparation and may not be used to pay for other nutrition-related services such as nutrition education or for state or local administrative costs.
 6. Performance requirements:
 - a. A meal reported for the Nutrition Services Incentive Program (NSIP) is required to meet the Older Americans Act (OAA) nutrition requirements of complying with the most recent Dietary Guidelines for Americans and having a nutrient content that meets one third of the Dietary Reference Intakes.
 - b. A meal reported for NSIP is to be served to individuals who meet the service criteria in the OAA and regulations, including not being means-tested for participation and being provided the opportunity to voluntarily contribute to the cost of service.
 - c. A meal can only be reported once, either by State Units on Aging on the State Program Report or by Indian Tribal Organizations on the Program Performance Report.
 - d. Reports for the NSIP are to meet the timelines and data quality standards established by the Administration on Aging.
 7. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), is not also included on any other federally financed program in either the current or a prior period.

Remarks:

1. Award level represents FFY 2026 initial cash funding under Continuing Resolution (PL 119-37) through January 30, 2026. The allocation is distributed by the latest certified meal counts submitted by States and Tribal Organizations. It does not include the proportional amount if the grantee elected to have US Foods (commodities) from USDA.
2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.
3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment

ACL Title of Program: Older Americans Act Nutrition Services Incentive Program for the States

Grant No.: 2601WAOANS-00

Date: December 8, 2025

from PMS, please use your P account login and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

4. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

5. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

6. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on [acl.gov](https://acl.gov/grants/memorandum-grantees-acl-mandatoryformula-grants): <https://acl.gov/grants/memorandum-grantees-acl-mandatoryformula-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (OASS) Older Americans Act Title III - Supportive Services
Award Authority: P.L. 116-131 (OAA)

Grantee:
Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025
Grant No.: 2601WAOASS-00
Award Instrument: Grant (Formula)
Project Period: 10-01-2025 - 09-30-2027
Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7
DUNS#: 127347115

CFDA: 93.044
UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994315 | \$2,861,831.00 | \$2,861,831.00 |
| | Total | \$2,861,831.00 | \$2,861,831.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title III - Supportive Services

Grant No.: 2601WAOASS-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIS)

2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the AoA Title III supplemental forms along with the FFRs on an annual basis within 90 days after each reporting period. The final AoA Title III supplemental form and the final FFR are due within 120 days after the project period end date. All forms and FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

- a. The annual FFR and supplemental form covering the reporting period ending on September 30, 2026, are due by December 29, 2026;
- b. The final FFR and supplemental form are due by January 28, 2028.

5. Programmatic Performance Report (PPR): The annual state performance report (SPR), completed for the period October 1 through September 30 of each year, must be submitted on or before January 31 of each year. The SPR must be submitted at: <https://oaaps.acl.gov>.

6. Federal participation:

a. Part B, C1, C2, D, and E (OASS, OACM, OAHD, OAPH, OAFD): State Plan and Area Plan Administration costs cannot exceed 75%, Area Plan Administration costs may not be allocated to Part D (OAPH). The remaining 25% represents the State and local matching share.

b. Part B, C1 and C2 (OASS, OACM, OAHD): Service Costs: Federal participation cannot exceed 85% of the total III-B (less Long-Term Care Ombudsman services outlays), C-1 and C-2 for service costs. The remaining 15% represents the State and local matching share, of which one third (5%) must come from State sources.

c. Part E (OAFD): Service Costs: Federal participation cannot exceed 75% of the total III-E service costs. The remaining 25% represents the State and local matching share.

7. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), are not also included on any other federally financed program in either the current or a prior period.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please log in and reference the Grant No. listed above for payment. Instructions regarding payments

ACL Title of Program: Older Americans Act Title III - Supportive Services

Grant No.: 2601WAOASS-00

Date: December 8, 2025

can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

4. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

5. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

6. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on [acl.gov](https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants): <https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (OAH) Older Americans Act Title III - Home-Delivered Meals
Award Authority: P.L. 116-131 (OAA)

Grantee:
Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025
Grant No.: 2601WAOAHD-00
Award Instrument: Grant (Formula)
Project Period: 10-01-2025 - 09-30-2027
Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7
DUNS#: 127347115

CFDA: 93.045
UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994321 | \$2,668,986.00 | \$2,668,986.00 |
| | Total | \$2,668,986.00 | \$2,668,986.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.


Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title III - Home-Delivered Meals

Grant No.: 2601WAOAHD-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIIS)

2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the AoA Title III supplemental forms along with the FFRs on an annual basis within 90 days after each reporting period. The final AoA Title III supplemental form and the final FFR are due within 120 days after the project period end date. All forms and FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

a. The annual FFR and supplemental form covering the reporting period ending on September 30, 2026, are due by December 29, 2026;

b. The final FFR and supplemental form are due by January 28, 2028.

5. Programmatic Performance Report (PPR): The annual state performance report (SPR), completed for the period October 1 through September 30 of each year, must be submitted on or before January 31 of each year. The SPR must be submitted at: <https://oaaps.acl.gov>.

6. Federal participation:

a. Part B, C1, C2, D, and E (OASS, OACM, OAHD, OAPH, OAFD): State Plan and Area Plan Administration costs cannot exceed 75%, Area Plan Administration costs may not be allocated to Part D (OAPH). The remaining 25% represents the State and local matching share.

b. Part B, C1 and C2 (OASS, OACM, OAHD): Service Costs: Federal participation cannot exceed 85% of the total III-B (less Long-Term Care Ombudsman services outlays), C-1 and C-2 for service costs. The remaining 15% represents the State and local matching share, of which one third (5%) must come from State sources.

c. Part E (OAFD): Service Costs: Federal participation cannot exceed 75% of the total III-E service costs. The remaining 25% represents the State and local matching share.

7. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), are not also included on any other federally financed program in either the current or a prior period.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment

ACL Title of Program: Older Americans Act Title III - Home-Delivered Meals

Grant No.: 2601WAOAHD-00

Date: December 8, 2025

from PMS, please log in and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

4. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

5. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

6. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on [acl.gov](https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants): <https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (OACM) Older Americans Act Title III - Congregate Meals

Award Authority: P.L. 116-131 (OAA)

Grantee:

Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025

Grant No.: 2601WAOACM-00

Award Instrument: Grant (Formula)

Project Period: 10-01-2025 - 09-30-2027

Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7

DUNS#: 127347115

CFDA: 93.045

UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994320 | \$3,925,069.00 | \$3,925,069.00 |
| | Total | \$3,925,069.00 | \$3,925,069.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title III - Congregate Meals

Grant No.: 2601WAOACM-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIS)

2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the AoA Title III supplemental forms along with the FFRs on an annual basis within 90 days after each reporting period. The final AoA Title III supplemental form and the final FFR are due within 120 days after the project period end date. All forms and FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

- a. The annual FFR and supplemental form covering the reporting period ending on September 30, 2026, are due by December 29, 2026;
- b. The final FFR and supplemental form are due by January 28, 2028.

5. Programmatic Performance Report (PPR): The annual state performance report (SPR), completed for the period October 1 through September 30 of each year, must be submitted on or before January 31 of each year. The SPR must be submitted at: <https://oaaps.acl.gov>.

6. Federal participation:

- a. Part B, C1, C2, D, and E (OASS, OACM, OAHD, OAPH, OAFD): State Plan and Area Plan Administration costs cannot exceed 75%, Area Plan Administration costs may not be allocated to Part D (OAPH). The remaining 25% represents the State and local matching share.
- b. Part B, C1 and C2 (OASS, OACM, OAHD): Service Costs: Federal participation cannot exceed 85% of the total III-B (less Long-Term Care Ombudsman services outlays), C-1 and C-2 for service costs. The remaining 15% represents the State and local matching share, of which one third (5%) must come from State sources.
- c. Part E (OAFD): Service Costs: Federal participation cannot exceed 75% of the total III-E service costs. The remaining 25% represents the State and local matching share.

7. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), are not also included on any other federally financed program in either the current or a prior period.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please log in and reference the Grant No. listed above for payment. Instructions regarding payments

ACL Title of Program: Older Americans Act Title III - Congregate Meals

Grant No.: 2601WAOACM-00

Date: December 8, 2025

can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

4. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

5. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

6. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on [acl.gov](https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants): <https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (OAPH) Older Americans Act Title III - Preventive Health

Award Authority: P.L. 116-131 (OAA)

Grantee:

Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025

Grant No.: 2601WAOAPH-00

Award Instrument: Grant (Formula)

Project Period: 10-01-2025 - 09-30-2027

Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7

CFDA: 93.043

Object Class Code: 41.15

DUNS#: 127347115

UEI#: SEYQXMXJLUP5

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994316 | \$186,448.00 | \$186,448.00 |
| | Total | \$186,448.00 | \$186,448.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) Any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title III - Preventive Health

Grant No.: 2601WAOAPH-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIS)

2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the AoA Title III supplemental forms along with the FFRs on an annual basis within 90 days after each reporting period. The final AoA Title III supplemental form and the final FFR are due within 120 days after the project period end date. All forms and FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

- a. The annual FFR and supplemental form covering the reporting period ending on September 30, 2026, are due by December 29, 2026;
- b. The final FFR and supplemental form are due by January 28, 2028.

5. Programmatic Performance Report (PPR): The annual state performance report (SPR), completed for the period October 1 through September 30 of each year, must be submitted on or before January 31 of each year. The SPR must be submitted at: <https://oaaps.acl.gov>.

6. Federal participation:

- a. Part B, C1, C2, D, and E (OASS, OACM, OAHD, OAPH, OAF): State Plan and Area Plan Administration costs cannot exceed 75%, Area Plan Administration costs may not be allocated to Part D (OAPH). The remaining 25% represents the State and local matching share.
- b. Part B, C1 and C2 (OASS, OACM, OAHD): Service Costs: Federal participation cannot exceed 85% of the total III-B (less Long-Term Care Ombudsman services outlays), C-1 and C-2 for service costs. The remaining 15% represents the State and local matching share, of which one third (5%) must come from State sources.
- c. Part E (OAF): Service Costs: Federal participation cannot exceed 75% of the total III-E service costs. The remaining 25% represents the State and local matching share.

7. Funding amount listed above for Title III Part D section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective. Further guidance may be found at the ACL website: <https://www.acl.gov/programs/health-wellness/disease-prevention>.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment

ACL Title of Program: Older Americans Act Title III - Preventive Health

Grant No.: 2601WAOAPH-00

Date: December 8, 2025

from PMS, please log in and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSsupport@psc.gov.

4. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), is not also included on any other federally financed program in either the current or a prior period.

5. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

6. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

7. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on acl.gov: <https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (O AFC) Older Americans Act Title III - Family Caregivers

Award Authority: P.L. 116-131 (OAA)

Grantee:
Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025

Grant No.: 2601WAOAFC-00
Award Instrument: Grant (Formula)
Project Period: 10-01-2025 - 09-30-2027
Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7
DUNS#: 127347115

CFDA: 93.052
UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2995148 | \$1,364,622.00 | \$1,364,622.00 |
| | Total | \$1,364,622.00 | \$1,364,622.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Janice Realeza
ACL Grants Officer

Terms and Conditions:

1. This grant award is issued under Older Americans Act of 1965, as amended through P.L. 116-131, enacted March 25, 2020. The terms and conditions of this Notice of Award (NoA) and other requirements have the following order of precedence: (1) statute; (2) executive order; (3) program regulations; (4) 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards; (5) agency policies; and (6) any additional terms and conditions and remarks on this NoA.

For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title III - Family Caregivers

Grant No.: 2601WAOAFC-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

- Federal Funding Accountability and Transparency Act (FFATA)
- Federal Awardee Performance and Integrity Information System (FAPIS)

2. Award Acceptance: Initial withdrawal of funds by the recipient, constitutes acceptance of the terms and conditions of this award. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved state plan(s) and will comply with the terms and conditions and other requirements of this award.

3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the AoA Title III supplemental forms along with the FFRs on an annual basis within 90 days after each reporting period. The final AoA Title III supplemental form and the final FFR are due within 120 days after the project period end date. All forms and FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

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c. Part E (OAFB): Service Costs: Federal participation cannot exceed 75% of the total III-E service costs. The remaining 25% represents the State and local matching share.

7. Overlapping Projects: Recipients with overlapping projects must be specifically cautious that approved costs on any budget, including match or cost share (if applicable), are not also included on any other federally financed program in either the current or a prior period.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

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ACL Title of Program: Older Americans Act Title III - Family Caregivers

Grant No.: 2601WAOAFC-00

Date: December 8, 2025

can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

4. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

5. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

6. To familiarize the ACL grant recipient community with Federal requirements around Cash Drawdowns found in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, please see the attached guidance or found on [acl.gov](https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants): <https://acl.gov/grants/memorandum-grantees-acl-older-americans-act-state-unit-aging-grants>.

Please direct questions regarding this memo to your assigned Awarding Agency Contact.



Notice of Award

Title of Program: (OAEA) Older Americans Act Title VII - Elder Abuse Prevention
Award Authority: P.L. 116-131 (OAA)

Grantee:
Washington
Washington Aging and Adult Services Administration
Department of Social and Health Services
Secretary
P.O. Box 45050
OLYMPIA, WASHINGTON 98504

Date: December 8, 2025
Grant No.: 2601WAOAEA-00
Award Instrument: Grant (Formula)
Project Period: 10-01-2025 - 09-30-2027
Budget Period: 10-01-2025 - 09-30-2027

EIN: 1910896842A7
DUNS#: 127347115

CFDA: 93.041
UEI#: SEYQXMXJLUP5

Object Class Code: 41.15

| Appropriation | CAN | Award This Action | Cumulative Grant Award to Date |
|---------------|--------------|-------------------|--------------------------------|
| 75-26-0142 | 2026,2994344 | \$28,773.00 | \$28,773.00 |
| | Total | \$28,773.00 | \$28,773.00 |

ACL Contact Information:

Please find your assigned ACL programmatic and fiscal contacts on ACL's website at <https://www.acl.gov/grants/acl-mandatory-grants-programmatic-and-fiscal-contacts>.



Janice Realeza
ACL Grants Officer

Terms and Conditions:

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For this FFY 2026 Continuing Resolution award, please follow FFY 2024 Standard Administrative Terms: <https://acl.gov/sites/default/files/grants/FFY2024-Standard-Administrative-Terms-for-ACL-Mandatory-Formula-Awards-Final.pdf>.

ACL Title of Program: Older Americans Act Title VII - Elder Abuse Prevention

Grant No.: 2601WAOAEA-00

Date: December 8, 2025

Federal Funding Requirements: Please visit ACL's website at <https://www.acl.gov/grants/managing-grant> to view the federal funding requirements:

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- Federal Awardee Performance and Integrity Information System (FAPIIS)

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3. Withdrawals of funds are not to exceed the total grant award shown above under provisions of Treasury Circular No. 1075. Failure to adhere to these requirements may cause the suspension of grant funds.

4. SF-425 Federal Financial Report (FFR): Grantee is required to submit the FFRs on an annual basis within 90 days after each reporting period. The final FFR is due within 120 days after the project period end date. All FFRs must be submitted using the HHS' Payment Management System (PMS) at: <https://pms.psc.gov>. Information regarding FFR preparation and submission can be obtained at <https://pms.psc.gov/grant-recipients/ffr-updates.html>. FFRs are due on the following dates:

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7. The award recipient is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 2 CFR § 200.331 Subrecipient and Contractor Determinations and 2 CFR § 200.332, Requirements for Pass-Through Entities.

8. Closeout Requirements: A final FFR and a final PPR are due within 120 days after the expiration of the project period of this NoA. Per 2 CFR 200.344, all subrecipients must submit all financial, performance, and other reports to the pass-through entity no later than 90 calendar days after the period of performance. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the subrecipients, as applicable.

Remarks:

1. The grant award for this program to your state under the approved state plan on aging has been approved for the current period of the fiscal year in the amount shown above. Award level represents initial funding under the current Continuing Resolution (PL 119-37) for FFY 2026.

2. A final PMS drawdown (liquidation) must be completed within 120 days after the project end date of this NoA.

3. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please log in and reference the Grant No. listed above for payment. Instructions regarding payments can be obtained at <https://pms.psc.gov/training/pms-user-guide.html#Request>, or contact your PSC Account Liaison; 1-877-614-5533; PMSSupport@psc.gov.

ACL Title of Program: Older Americans Act Title VII - Elder Abuse Prevention

Grant No.: 2601WAOAEA-00

Date: December 8, 2025

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Please direct questions regarding this memo to your assigned Awarding Agency Contact.



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- > Washington Department of Social and Health Services

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