CONTRACT NO. KC- 301-26
KITSAP COUNTY CONTRACT FACE SHEET
FOR SUB-RECIPIENT CONTRACTS USING FEDERAL AWARDS

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

Subrecipient's unique entity identifier: XRLHMZPSMCS1

Federal Award Identification Number (FAIN): NA- Medicaid funds are claimed through Provider 1

Federal Revenue Award Date: NA- Medicaid funds are claimed through Provider 1

Subaward Period of Performance Start and End Date: July 1, 2026- June 30, 2028

☒ Check to verify the information is in contract:

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

☒ Federal award identification: NA – State funds; Medicaid is claimed thru Provider 1

☒ Subaward Budget Period Start and End Date: July 1, 2026- June 30, 2028

☒ Amount of Federal Funds Obligated in the subaward: NA

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

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

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

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

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

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

CONTRACT NO. KC-301-26
AGING AND LONG-TERM CARE PROGRAM SERVICES CONTRACT

This Aging and Long-Term Care Program Services Contract ("Contract") is between Kitsap County, a Washington state political subdivision with its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and Kitsap Tenant Support Services, Inc dba Kitsap Home Care Services, a Washington state corporation, with its principal offices at 2540 Cascades Pass Blvd., Suite 100, Bremerton, WA 98312 ("Contractor").

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

SECTION 1. TERM, EFFECTIVE DATE, DEFINITIONS

1.1 Term, Effective Date. The Contract is effective July 1, 2026 ("Effective Date") and terminates on June 30, 2028 ("Term") unless extended or terminated earlier. This Contract is not effective until signed by an authorized County representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Attachment A-1: Special Terms and Conditions
- Attachment A-2: Medicaid Special Terms and Conditions
- Attachment A-3: Caregiver Training Special Terms and Conditions

- Attachment B-1: Home Care Agency Statement of Work
- Attachment B-2: Respite Services Statement of Work
- Attachment C: Budget Summary/Estimated Expenditures
- Attachment D: Interlocal Agreement State/Federal
- Attachment E: Data Share and Security Requirements
- Attachment F: Contractor Agreement on Nondisclosure of Confidential Information
- Attachment G: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment H: Certification Regarding Lobbying
- Attachment I: Assurance of Compliance Rehabilitation Act
- Attachment J: Assurance of Compliance Civil Rights Acts
- Attachment K: Assurance of Compliance Omnibus Budget Reconciliation
- Attachment L: Contractor Signature Page
- Attachment M: Kitsap County Audit Form

SECTION 2. STATEMENT OF WORK, STANDARDS, SUBCONTRACTS

2.1 Statement of Work. The Contractor shall perform all Services identified in Attachment B-1 (Home Care Agency Statement of Work) and Attachment B-2 (Respite Services Statement of Work) in strict compliance with this Contract. Contractor shall keep the County informed of the progress of the Services in the manner and at the intervals requested by the County.

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

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

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

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

2.6 Independent Contractor. The parties are independent contractors. Nothing in the Contract creates a partnership, joint venture, or employer-employee relationship. Contractor has sole control over the manner and means of performing Services and complete responsibility for its Personnel. Contractor is responsible for the conduct of its Personnel and shall ensure their compliance with all requirements, obligations, and restrictions set forth in this Contract; any act or omission by Personnel shall be deemed an act or omission of the Contractor. Neither Contractor nor its Personnel are employees or agents of County. Contractor and its Personnel are excluded from all County employee benefits. Contractor is solely responsible for all insurance and compensation related to its Personnel. Contractor shall promptly remove any Personnel at County's reasonable request.

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

SECTION 3. COMPENSATION, PAYMENT

3.1 Maximum Compensation. Total payments under this Contract will not exceed $226,250 per term of the contract, as identified in Attachment C (Budget Summary). Any expenditures beyond the approved budget are the sole responsibility of the Contractor.

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

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

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

3.5 Invoicing Deadlines and Restrictions. Advance payments are not authorized. The County is not liable for, and may reject, any invoice submitted later than thirty (30) days after the termination or expiration of this Contract. Final payment is contingent upon the submission of a completed Local Match Certification Form, if applicable.

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

3.7 Reimbursement of Disallowed Funds. If it is determined that any funds disbursed under this

Contract violated the terms and conditions herein, Contractor shall reimburse those sums to the County within 30 calendar days of receiving a written demand. No prior payment or action by County agents constitutes a waiver of this provision.

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

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

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

SECTION 4. TERMINATION

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

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

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

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

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

SECTION 5. INDEMNIFICATION

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

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

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

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

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

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

SECTION 6. INSURANCE

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

6.2 Commercial General Liability ("CGL"). Contractor shall maintain CGL coverage on an

occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. Coverage shall include personal injury, bodily injury, property damage, premise operations, contractual liability, products-completed operations, personal advertising injury, independent contractor liability, and stop gap employer's liability. Coverage shall not contain sub-limits below the minimum required, without County's prior written consent.

6.3 Business Automobile Liability.

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

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

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

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

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

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

6.9 Proof of Coverage, Notice. The Certificate of Insurance and endorsement shall identify the Contract number and require ten (10) days prior notice to County for nonpayment of premium, and 30 days' prior notice for cancellations or reductions in coverage. The Certificate of Insurance, endorsements, and all insurance notices shall be sent to: *Risk*

Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

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

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

SECTION 7. STATUTORY AND REGULATORY COMPLIANCE

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

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

7.3. Independent Annual Audit Requirements. Contractor shall obtain an annual financial audit conducted by an independent certified public accountant or the Washington State Auditor's Office to evaluate the fiscal integrity of Contractor's financial transactions and reporting in accordance with generally accepted auditing standards and Government Auditing Standards. If Contractor expends $1,500,000 or more in federal awards during its fiscal year, the audit must meet all requirements of 2 CFR Part 200, Subpart F (Uniform Guidance). Contractor shall submit the audit report, the accompanying management letter, and a completed Kitsap County Audit Form (Attachment M) to the Kitsap County Department of Human Services within 9 months of the end of Contractor's fiscal year, alongside documentation verifying that Contractor's Board of Directors has reviewed and accepted the audit findings.

7.4. Asset Tracking, Property Ownership. Title and ownership of all equipment, tools, and property with a single-item purchase price of $100 or more and a life expectancy of more than 12 months purchased using funds under this Contract shall vest entirely in the County. Contractor shall maintain property record cards and identification tags on all such assets. Upon expiration or termination of this Contract, or at the County's request, Contractor shall immediately return or account for all County-owned property.

7.5. Accessibility. Contractor warrants all Services and Work Product comply with applicable technical standards for web and mobile accessibility set forth in 28 CFR § 35.200 (WCAG 2.1, Level AA). Contractor shall promptly remediate any non-conformance at its sole expense. This requirement applies to all Work Product, regardless of whether it is intended

for internal County use or public distribution. Contractor shall provide accessible versions simultaneously with initial delivery and shall provide a Voluntary Product Accessibility Template (VPAT) upon request. This warranty survives Contract termination to ensure County compliance with ADA Title II and 89 FR 31320.

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

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

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

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

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

SECTION 8. OWNERSHIP, CONFIDENTIAL INFORMATION, DATA SECURITY

8.1 Ownership. All Work Product developed by Contractor under this Contract shall be the property of County. Such property is a "work made for hire" under the U.S. Copyright Act, 17 U.S.C § 101, and Intellectual Property rights shall vest in County upon creation. County shall have the right to copyright, patent, register, and transfer these rights. Contractor shall assist in perfecting County's ownership. County and its designees may utilize and modify Work Product. County may grant Contractor a revocable, non-exclusive license to use Work Product, excluding County Confidential Information. Ownership of Work Product does not include Pre-Existing Intellectual Property.

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

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

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

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

SECTION 9. CONFLICT, RECORDS, PUBLICATION, ADVERTISING

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

9.2. Public Records. This Contract and all related records are subject to the Washington State Public Records Act, Chapter 42.56 RCW (PRA). Contractor shall make records available in the requested format within ten (10) business days of a request, or sooner if required to meet a PRA deadline, at no cost to County. Contractor acknowledges it may be deemed to be the functional equivalent of a public agency and shall provide all records subject to disclosure if held by County. If Contractor claims an exemption, it must clearly mark the record as confidential and provide the legal authority. Contract price and terms are not confidential. If County receives a request for records marked confidential, County's sole obligation is to make a reasonable effort to notify Contractor of the release date. County

has no obligation to claim an exemption on Contractor's behalf. Contractor is responsible for obtaining a court order to enjoin disclosure under RCW 42.56.540 before the release date. County is not liable for releasing records under the PRA if Contractor fails to obtain a court order.

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

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

SECTION 10. REMEDIES, DISPUTES, GOVERNING LAW

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

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

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

SECTION 11. NOTICE, CONTRACT REPRESENTATIVE

11.1. Notice. All notices, requests, demands, or other formal communications required or permitted under this Contract must be in writing. A notice will be deemed sufficiently given only if personally served, mailed by registered or certified mail (postage prepaid), or sent via email immediately followed by a backup hard copy dispatched via First Class mail to the Contract Representative of the other party. Personal service is effective immediately, physical mail is effective three (3) days after deposit, and email is effective on the date sent if transmitted before 5:00 PM Pacific Time on a regular business day without a bounce-back. Any email notice sent after 5:00 PM, or on a weekend or recognized County holiday, will be deemed effective at 9:00 AM on the next business day.

11.2. Contract Representative. Each party will maintain the Contract Representative designated

below, which may be changed by providing 15 days' prior written notice to the other party.

County's Contract Representative	Contractor's Contract Representative
Name: Stacey Smith	Name: Michael Closser
Title: Kitsap Aging Administrator	Title: Administrator/CEO
Address: 614 Division St., MS- 5 Port Orchard, WA 98366	Address: 2540 Cascades Pass Blvd., Suite 100 Bremerton, WA 98312
Phone: (360) 337-5700	Phone: (360) 377-7307
Email: sasmith@kitsap.gov	Email: mclosser@ktssinc.com

SECTION 12. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

Disputes, Governing Law).

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

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

Signatures on next page

Dated this 6th day of June, 2026

CONTRACTOR- Kitsap Tenant Support dba Kitsap Home Care

Signature

Michael E. Gosser

Print Name

CEO / Adm

Title

DATED or ADOPTED this 22 day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

ORAN ROOT, Chair

KATHERINE T. WALTERS, Commissioner

CHRISTINE ROLFES, Commissioner

ATTEST:

Marina Linville

Marina Linville, Interim Clerk of the Board

ATTACHMENT A-1: SPECIAL TERMS AND CONDITIONS

AGING AND LONG-TERM CARE PROGRAM REQUIREMENTS

1. PROGRAM OVERVIEW AND FUNDING SOURCE. This delivery of Services to the elderly is executed pursuant to the Older Americans Act of 1965, as amended; the State of Washington Senior Citizens Services Act of 1976, as amended; and the Kitsap County Division of Aging and Long-Term Care Area Plan for Aging Services . The specific scope of care and deliverables to be performed by the Contractor is set forth in Attachments B-1 and B-2.

2. COUNTY OBLIGATIONS.

   A. Technical Assistance. The County shall provide Contractor ongoing onsite technical assistance by telephone, through written communication, and/or via group training sessions.
   B. Information Distribution. The County shall timely provide Contractor relevant information, changes in policy, technical assistance, and information issues received from the Home and Community Services Administration.

3. PROGRAM INCOME & CONTRIBUTIONS FOR FAMILY CAREGIVER RESPITE SERVICES

   A. Regulatory Compliance. Program income shall be managed by Contractor in accordance with Health and Human Services Administration of Grants regulations under 45 CFR Part 75 (and 45 C.F.R. § 25(g)(3) where applicable). Costs borne by Program income may be utilized to satisfy cost-sharing or matching requirements. Contributions made by older persons are legally classified as Program income.
   B. Voluntary Contributions. Contractor must provide each older person receiving respite services with a free and voluntary opportunity to contribute to the cost of the service. Contractor shall protect consumer privacy regarding all such contributions, establish secure procedures to safeguard and account for these funds, and utilize all accumulated contributions solely to expand the services of the projects funded under this Contract.
   C. Contribution Schedules. Contractor may develop a suggested contribution schedule that takes into account the income ranges of older persons in the local community and the provider's alternative funding sources .
   D. Denial of Service Prohibited. No older person shall be denied any service funded under the Older Americans Act because the individual will not or cannot contribute to the cost of the service.

4. COMPUTERIZED CLIENT TRACKING & REPORTING REMEDIES

   A. Data System Compliance. Contractor shall comply with the requirements of the computerized client tracking system used by the County. Client demographic data, service histories, and monthly units of service (identifying each client by name or assigned County client number, and birth date) must be submitted to the County via hard copy, electronic media specified by the County, or encrypted email.
   B. Reimbursement Remedy. Contractor shall provide the County financial, program, and other reports at the intervals and in the formats required by the County. Contractor's failure to submit required reports in a timely manner may result in the County's withholding payment of pending Reimbursement Requests.
   C. Firm Fixed-Price Subcontracts. Subcontractors providing service on a firm fixed-price basis shall provide semi-annual cost reports reflecting the total cost picture (including revenues) for the Project, in addition to standard monthly service billing data.

5. MEDICAID BUSINESS TRANSACTION DISCLOSURES

A. Mandatory Disclosure. Pursuant to 42 CFR § 455.105(b), within 35 days of a written request by the Secretary of the U.S. Department of Health and Human Services, DSHS, or the County, the Contractor must submit full and complete information related to business transactions including:
   1. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and
   2. 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.

B. Denial of Payment. Failure to comply with requests made under this section may result in the denial of contract payments until the requested information is verified and disclosed in full compliance with 42 CFR § 455.105(c).

ATTACHMENT A-2: Medicaid Special Terms And Conditions

1. ADDITIONAL CLIENT RIGHTS AND RESPONSIBILITIES

   A. Limited English Proficiency (LEP). In compliance with Title VI of the Civil Rights Act of 1964, RCW 2.42.010, RCW 2.43.010, RCW 74.04.025, and RCW 49.60.010, the Contractor shall provide or arrange for language services to clients with Limited English Proficiency (LEP) at no cost. The Contractor shall ensure Personnel effectively communicate with LEP clients and provide access to vital documents translated into the client's primary language.

   B. Hearing and Communication Accommodations. In compliance with the Americans with Disabilities Act (ADA) of 1990, RCW 2.42.010, and RCW 49.60.010, the Contractor shall provide or arrange for qualified language and sign services when working with a DSHS client who is deaf, deaf-blind, or hard of hearing at no cost to the participant.

2. MANDATORY CASE MANAGEMENT NOTIFICATIONS

   A. Duty to Report Suspected Abuse, Abandonment, Neglect or Financial Exploitation. Contractor and its employees must immediately report all instances of suspected abandonment, abuse, financial exploitation or neglect of a vulnerable adult under RCW 74.34.035 or a child under RCW 26.44.030. The report shall be made to the Department's current state abuse hotline, 1-866-363-4276 (END-HARM). The Contractor must also report all suspected instances to the Client's case manager. If the notice to the Client's case manager was verbal, then it must be followed by written notification within 48 hours. Further, when required by RCW 74.34.035, the Contractor and the Contractor's employees must immediately make a report to the appropriate law enforcement agency.

   B. Significant Change in Client's Condition. Contractor shall report any significant change in the Client's condition within twenty-four (24) hours to the Case Manager identified in the Client's current service plan.

   C. Death of Clients. Contractor shall report all deaths of DSHS Clients receiving services under this Contract to the Client's Case Manager within twenty-four (24) hours of finding out about the death. In addition, the Contractor shall provide written notification of the Client's death to the Client's Case Manager within seven (7) days.

3. MEDICAID PROVIDER SCREENING AND INDIVIDUAL DISCLOSURES

   A. Federal Exclusion & Death Master List Check. The State must ensure the Department does not pay federal funds to excluded persons or entities. States are also required to check for the death of an individual provider, agency owner or authorized official prior to contracting. The required ownership and control information for individuals with ownership interest of five percent (5%) or more, officers and managing employees will be obtained from the Medicaid Provider Disclosure Statement and checked against all required federal exclusion lists, and the Social Security Death Master List, prior to finalizing a contract.

   Contractor will report any change in ownership, managing employees, and/or those with a controlling interest to the Department within thirty-five (35) days of such a change so that these individuals can be screened against the required federal exclusion lists as well as the Social Security Death Master List. For detailed instructions, please refer to the Medicaid Provider Disclosure Statement.

B. Duty to Disclose Business Transactions. Under 42 CFR §455.104, the Contractor is required to provide disclosures from individuals with ownership interest, managing employees, and those with a controlling interest. The State must obtain certain disclosures from providers and complete screenings to ensure the State does not pay federal funds to excluded person or entities. Contractor must complete and submit a Medicaid Provider Disclosure Statement, DSHS Form 27-094. According to 42 CFR 455.104(c) (1), disclosures must be provided:

i. When the prospective Contractor submits their initial application;

ii. When the prospective Contractor signs the contract;

iii. Upon request of the Department at contract revalidation/renewal;

iv. Within thirty-five (35) days after any change in ownership of the Contractor entity.

C. Ownership Disclosure & Remedies. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the Contractor or to terminate existing agreements. The State will recover any payments made to a disclosing entity that fails to disclose ownership or control information, as required by 42 CFR 455.104.

D. Disclosure of Business Transactions. Under 42 CFR §455.105(b), within thirty-five (35) days of the date of 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: (i) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the twelve (12) month period ending on the date of the request; and (ii) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of the request. Failure to comply with requests may result in denial of payments until the requested information is disclosed. See 42 CFR §455.105(c).

E. Background Check. The signatory for this Contract agrees to undergo and successfully complete a DSHS criminal history background check conducted by DSHS or the AAA every two years, and as required under RCW 43.20A.710, and RCW 43.43.830 through 43.43.842. If the Contractor has owners, employees or volunteers who may have unsupervised access to Clients in the course of performing the work under this Contract, the Contractor shall require those owners, employees or volunteers to successfully complete a criminal history background check prior to any unsupervised access and at least every two years thereafter. The Contractor must maintain documentation of successful completion of required background checks.

F. False Claims Act Education Compliance. Federal law requires any entity receiving annual Medicaid payments of five (5) million or more to provide education regarding federal and state false claims laws for all of its employees, contractors and/or agents. If Contractor receives at least five (5) million or more in annual Medicaid payments under one or more provider identification number(s), the Contractor is required to establish and adopt written policies for all employees, including management, and any contractor or agent of the entity, including detailed information about both the federal and state False Claims Acts and other applicable provisions of Section 1902(a)(68) of the Social Security Act. The law requires the following in writing:

1. Policies to include detailed information about the False Claims Act, including

references to the Washington State False Claims Act;
2. Policies regarding the handling and protection of whistleblowers;
3. Policies and procedures for detecting and preventing fraud, waste, and abuse;
4. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.

G. Bribes and Kickbacks. Federal law stipulates that Medicaid participants be offered free choice among qualified providers, therefore any exclusive relationship between the Contractor and any other Medicaid Service is prohibited.

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

I. Drug-Free Workplace. Contractor agrees he or she and all employees or volunteers shall not use or be under the influence of alcohol, marijuana, illegal drugs, and/or any substances that impact Contractor's ability to perform duties under this Contract.

J. Execution and Waiver. This Contract shall be binding on DSHS only upon signature by DSHS with an Authorized Countersignature from Kitsap County. Only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.

ATTACHMENT A-3: CAREGIVER TRAINING SPECIAL TERMS AND CONDITIONS

1. DEFINITIONS

   A. "Area Agency on Aging" or "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. "Client" means an individual that is eligible for or receiving services provided by the AAA in connection with this Agreement.

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

   G. "Subcontract" means any separate agreement or contract between the AAA and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.

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

2. STATEMENT OF WORK. The AAA shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached Statement of Work, Exhibit A.

3. BILLING AND PAYMENT

   A. Billing. 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 rates established in Exhibit A. The AAA shall request payment using forms as designated by DSHS. DSHS shall pay the AAA upon acceptance by DSHS of properly completed invoices and approval of required reports.

   B. Payment. DSHS shall pay the AAA at the rates established in Exhibit A 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. DSHS will reimburse training hours, that fall within the contract period, up to 12 months after the month training was completed. Unless otherwise specified in this Agreement, DSHS shall not pay any claims for payment for services submitted more than 12 months after completion of the training. 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.

C. Rate Changes. All rates are subject to change and do not require an amendment to this contract. Notification of rate changes will be made via management bulletin.

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

EXHIBIT A

STATEMENT OF WORK

1. Contractor (AAA) shall reimburse home care agencies for worker wages for class time spent in required caregiver training using the rates published in Home Care Agency Vendor Rate Management Bulletins and must be documented per WAC 388-71-0970.

2. DSHS shall reimburse Contractor (AAA) at the following reimbursement rates and billable hours, one time upon successful completion of the class (unless excepted below), for agency workers that will provide personal care to DSHS clients:

   a. Reimbursement Rates.
      (1) Agency Worker wages for class time will be reimbursed at the rates prescribed in Management Bulletins and calculated in the BARS forms for the correct time period.

   b. Billable Wage Hours.
      (1) Orientation: (a) A maximum of 2 hours for each new worker.
      (2) Safety training. (a) A maximum of 3 hours for each new worker.
      (3) Seventy-hour basic training.
         (a) A maximum of 70 hours basic training for each new long-term care worker to become a home care aide.
         (b) Portions of incomplete basic training hours may be billed to AAAs if training was interrupted.
      (4) Continuing Education.
         (a) A maximum of 12 hours for Continuing Education per birthday year for each continuing worker. If the first renewal period is less than a full year from the date of certification, no continuing education will be due for the first renewal period.
         (b) Home care agencies can bill AAAs for worker CE class hours that were completed after their birthday due date starting July 1, 2025, and continuing.
         (c) CE hours fewer than the annual requirement may be billed to AAAs.
      (5) Nurse Delegation Training for Nursing Assistants.
         (a) A maximum of 9 hours for Nurse Delegation Training for Nursing Assistants, classroom or self-study.
         (b) A maximum of 3 hours for Nurse Delegation for Nursing Assistants: Special Focus on Diabetes self-study course.

3. Trainings for home care agency workers shall be obtained through SEIU 775 Benefits Group Training Partnership or for unrepresented agencies, an ALTSA contracted approved Community Instructor as found on Find a Class or (https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx)

4. DSHS shall reimburse Contractor an administrative fee of 5% of the amount of class time wages for home care agency workers. The federal portion of the 5% administrative fee is required to be on the AAA's SEFA. This amount is provided on the annual state/federal split report.

5. Contractor shall provide reimbursements according to the details above or according to the most recent management bulletin timeframes and flexibilities which may override the language above.

ATTACHMENT B-1: HOME CARE AGENCY STATEMENT OF WORK

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Special Terms & Conditions

Home Care Agency Statement of Work

Contractor must be licensed as a Home Care Agency as defined in RCW 70.127 and WAC 246-335. In addition, the in-home services agency license must be in the home care agency category at a minimum. The Contractor shall provide services in compliance with all applicable state and federal statutes and rules, including but not limited to WAC 246-335, WAC 388-71, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, laws and regulations and all DSHS management bulletins (MB). The Contractor must follow Washington Department of Labor and Industry's regulations on Worker Protections.

I. SERVICE DELIVERY

A. Authorized Services

Contractor is authorized to provide personal care services, relief care, respite care, housework & errands, bath aide, and/or skills acquisition training services, as authorized and stipulated in the authorization documents provided for each client by the authorizing case manager to include, but not limited to Home and Community Services (HCS) DSHS Social Worker/Case Manager/Case Resource Manager, Developmental Disabilities Community Services DDCS Case Resource Manager, or Area Agency on Aging (AAA) Case Manager. Services will be provided in the client's home unless authorized and written in the client's CARE Assessment Details and Service Summary (care plan) or Medicaid Transformation Project (MTP) care plan. The Contractor may not modify in any way the type and amount of authorized service without prior approval from DSHS or the AAA.

Personal Care Delivered via Remote Caregiving

Client interest in remote caregiving will appear in applicable assessment documents if the client indicates interest. The Contractor will notify the case management staff of client interest identified outside of the assessment process and will be incorporated into applicable assessment documents. If the client is not interested, or if remote caregiving is not applicable, no remote caregiving information will appear in the applicable assessment documents.

Once it is determined that the client is interested in remote caregiving, the Contractor participating in remote caregiving will work with the client to determine if remote caregiving is appropriate and notify the case manager if the Contractor is providing remote caregiving services.

Remote caregiving can be offered to clients as an alternate delivery of personal care for tasks that do not require hands-on assistance. It can be used as a stand-alone mode of delivery if a client doesn't need hands-on personal care or prefers not to receive assistance with caregiving tasks that require hands-on care, or as a hybrid model which includes a combination of remote and in-person care.

Personal care tasks that require hands-on assistance, stand-by, and/or physical set-up cannot be delivered remotely. In circumstances where a client only wants remote caregiving but is found to have tasks that cannot be delivered remotely, or has challenges utilizing equipment which cannot be remedied, the Contractor will notify the case manager.

When providing remote caregiving, the Contractor must document this in their home care agency plan of care. If the Contractor is not using their own home care agency plan of care, this must be added to the DSHS plan of care.

Any workers providing remote caregiving must be a qualified long-term care worker. If the worker is not a qualified long-term care worker an overpayment will be assessed per section IV Billing.

Remote Caregiving Tasks.

Tasks that can be performed remotely are those that include oversight, monitoring, encouragement or cueing, and do not require hands-on personal care. For example, encouragement for personal hygiene, cueing for meal preparation, reminders for medications or blood glucose monitoring, or wellness checks.

A form (electronic or paper task sheet) verifying task performance shall be kept for every client utilizing remote caregiving. Task sheets for remote caregiving or in person tasks can be separate or combined.

Technology for Remote Caregiving

The Contractor may choose to provide the client with the technology and training needed to deliver remote caregiving services. If the client has chosen remote caregiving but the Contractor is having difficulty setting the client up with remote technology, the Contractor should collaborate with the case manager to address potential assistive technology needs and/or support.

- At the initial home visit or other in-person visit, the Contractor should assess the client's capacity to utilize remote caregiving technology and assist the client with utilization as needed.
- Remote caregiving must be delivered via video.
- Contractor must ensure equipment and software used for Remote Caregiving meets HIPPA compliance for video communication/telehealth related utilization.
- The Contractor will promote client privacy by developing policy around camera utilization during tasks like bathing, dressing, and toileting. Cameras, on a tablet, portable device, or a separate camera, will not be utilized or set-up in bathrooms or other areas where bathing and toileting type tasks are taking place.
- Should assistive technology services be needed, Contractor should work with the assigned case manager to follow the client's specific program guidelines and determine benefits and eligibility.

Relief Care. Relief care, which is personal care services by a second individual or agency provider as a back-up to your primary paid personal care provider.

Bath Aide

Bath Aide services are limited to assistance with the tasks listed below and when such tasks are directly related to the client's health condition;

- Provide bed bath, shower, or tub bath as appropriate;
- Provide appropriate care of skin, hair, fingernails, mouth and feet (excluding toenail care);
- Provide good body alignment, positioning, and range of motion exercises for clients who are non-ambulatory;
- Assist client in and out of bed and with ambulation (including gait belt, sliding board, Hoyer Lift, E-Z Stand) with family or facility staff assistance as indicated;
- Assist client with use of bedpan, urinal, commode and bathroom;
- Assist with routine catheter care and enemas according to the plan of care
- Assist clients with dressing;
- Change simple dressings.

Bath aide services exclude tasks that clearly should be provided by certified medical professionals,

such as Registered Nurses, Licensed Practical Nurses, or therapists. Bath aide services will be provided at a rate negotiated by the AAA and home care agency.

Skills Acquisition Training

Skills Acquisition Training (SAT) services include functional skills training to accomplish, maintain, or enhance Activities of Daily Living (ADL), Instrumental Activities of Daily Living (IADL), or Health Related tasks. SAT is a service under the Community First Choice (CFC) program. Long-Term Care workers and Home Care Aides may provide SAT with the client for ONLY the following tasks:

1. Cooking and meal preparation
2. Shopping
3. Housekeeping tasks
4. Laundry
5. Limited ADL tasks include only:
    a. Bathing (excludes any transfer activities)
    b. Dressing
    c. Application of deodorant
    d. Washing hands and face
    e. Washing, combing, styling hair
    f. Application of make-up
    g. Brushing teeth or care of dentures
    h. Menses care
    i. Shaving with an electric razor

Housework & Errands

Housework & Errands services shall be provided by the Contractor to eligible unpaid caregivers who have primary responsibility for the care of a Medicaid Alternative Care (MAC) or Tailored Supports for Older Adults (TSOA) care receiver or eligible individuals enrolled in the TSOA program. Housework & Errands services authorized to be performed by home care agency workers shall be for the purpose of: a) Providing housework for household areas normally cleaned by the caregiver; b) Completing errands for those trips that the caregiver is unable to perform due to caregiving; or c) Providing these services to benefit a TSOA individual.

Specific type of housework tasks and errands to be performed shall be determined by the unpaid caregiver or eligible individuals enrolled in the TSOA program and identified in the care plan. Housework & Errands tasks cannot duplicate what is authorized under personal care or respite care.

Housework authorized may include:

- Cleaning kitchens and bathrooms;
- Sweeping, vacuuming, and mopping floors;
- Dusting furniture;
- Assistance with laundry (washing, drying, ironing and folding clothes);
- Changing bed sheets and making the bed;
- Cleaning ovens;
- Washing interior windows and walls of areas of the home used by the Caregiver and/or client;
- Defrosting freezers.

Errands authorized may include brief, occasional trips to local stores to pick up prescriptions and/or medical/personal care necessities, and other purposeful shopping requests.

Household tasks not included in the Housework & Errands service:

- Personal care tasks (e.g., assistance with bathing, shampooing, or other personal hygiene/grooming needs);
- Yard work;
- Minor home repairs;
- External house cleaning or maintenance;
- Splitting/carrying wood;
- Pet care;
- Any task that requires skills not usual to a homemaker.

Heavy cleaning may be provided as a Housework & Errands service when extraordinary cleaning is required, such as, moving furniture in order to clean, and deep cleaning. Heavy housework will be identified in the care plan and authorized at the rate negotiated by the AAA and Home Care Agency. Home care agencies may opt out of providing specific heavy cleaning tasks if there is a health and safety concern.

Services Authorized Through ProviderOne:

The services authorized will be communicated to the Contractor via the CARE Assessment Details and Service Summary documents or the MTP care plan. The Contractor will receive communication of the authorized units, client responsibility (including participation), and the start and end period of the authorization on the ProviderOne authorization list page for newly authorized clients receiving personal care services under HCS /or DDCS Medicaid State Plan Community First Choice (CFC) or Medicaid Personal Care (MPC), New Freedom Waiver, Chore, Adult Protective Services (APS), Roads to Community Living (RCL), Tailored Supports for Older Adults (TSOA), Medicaid Alternative Care (MAC), Veteran Directed Care (VDC), Long-Term Services and Supports Presumptive Eligibility (LTSS PE), or Skills Acquisition Training (SAT) services under CFC.

Any subsequent changes to authorizations will be communicated via ProviderOne. ProviderOne information will include the following:

1. The name of the client to whom the Contractor is authorized to provide service;

2. The type and maximum number of service units the Contractor is authorized to provide;

3. The rate and the unit type;

4. The time period the Contractor is authorized to provide service; and

5. Other pertinent information on invoicing and taxes.

Services Authorized Outside ProviderOne:

Alternative authorization paperwork will be issued for authorizations not referenced above including Family Caregiver Support Program AAA Respite, Housework & Errands, and Senior Citizens Service Act In-home Care. The Contractor shall take appropriate action to monitor the number of units provided in relation to the number of units authorized for each client and assure through documentation that services are in fact being delivered.

B. Client Assessment Details, Service Summary and Contractor's Plan of Care

The Medicaid funded client's CARE assessment serves as the basis for functional eligibility and level of benefit determination. The CARE Assessment Details and Service Summary may be used as the Contractor's Home Care Agency Plan of Care if it covers all the Department of Health Plan of Care requirements. If all the requirements are not met, an addendum or cover sheet with remaining requirements is acceptable.

The Contractor must sign the CARE Service Summary that is in "Current" status when the provider is added to the plan of care. If there is a change in the Contractor's task assignment on the plan of care, it must be signed again. The Contractor will determine who the appropriate staff member(s) is to sign the client's Service Summary. The Contractor must return signed Service Summary signature pages to the AAA Case Manager, HCS Case Manager/Social Worker or DDCS Case Resource Manager within a reasonable time frame, using a method that protects the client's protected health information (e.g. secure email, fax, mail etc.) or with AAA direction submit directly to Home and Community Services Imaging Unit, Document Management Unit (DMS) after the signed Service Summary has been updated to include the client's name and ACES ID to the first page upper right corner.

The Contractor may develop its own "Home Care Agency Plan of Care" provided it meets Department of Health requirements (WAC 246-335-440) and includes at least the detail included in the CARE Assessment Details (caregiver instructions), and Service Summary.

The client may choose and direct the caregiver to perform specific tasks within their DSHS plan of care. The client may also request assistance from the worker with an ADL/IADL task (listed in WAC 388-106-0010) not explicitly assigned to the paid caregiver. The worker can perform these tasks upon request per agency policy.

TSOA Individual Assessment. All TSOA individuals receiving personal care services will have a completed TSOA Individual Assessment. The Contractor will determine who the appropriate staff member(s) is to sign a TSOA Individual Assessment and a signed copy must be returned to the AAA Case Manager within a reasonable time frame, using a method that protects the client's protected health information (e.g. secure email, fax, mail etc.).

TCARE® Respite Assessment. Most Long-Term Care respite clients are assessed using the Tailored Caregiver Assessment and Referral (TCARE®) process. The Contractor will receive a TCARE® Information for Respite Care Service Providers for these clients. The Contractor will determine who will sign the TCARE® Information for Respite Care Service Providers form and will return the signed form to the AAA case manager within a reasonable time frame, using a method that protects the client's protected health information (e.g. secure email, fax, mail etc.).
A CARE Assessment will be used for Roads to Community Living (RCL) respite services.

Long Term Services and Supports (LTSS) Presumptive Eligibility (PE). LTSS is a package of services under the 1115 Medicaid Transformation Project (MTP) waiver, allowing the state to waive certain Medicaid requirements and provides individuals an opportunity for expedited access to specific home and community-based services in their own home and Medicaid medical coverage, for a limited time, while full functional and financial eligibility are being determined. A signed copy of the LTSS PE care plan must be returned as noted above.

C. Staff and Service Implementation

The Contractor shall employ a staff sufficient in size to ensure that authorized clients receive services

in a timely manner. All staff shall have agency identification while working with clients.

As outlined in their CARE Assessment Details, clients may also qualify for services to be delivered:

1. For periods as short as:
   (a) one (1) hour for in-person caregiving, or
   (b) 15 minutes for remote caregiving,

2. In the evening;

3. During the weekend; or

4. On holidays.

The Contractor is expected to develop the knowledge and capacity necessary to address the personal care needs of such individuals and to match the needs of clients to the skills of assigned home care agency worker. The Contractor shall consider the client's input when assigning a home care agency worker. Services are to be provided appropriately to the cultural context of the client and in a manner consistent with protecting and promoting the client's dignity, health and welfare. The Contractor shall work to minimize changes in the home care agency workers assigned to a specific client to maximize continuity of care.

Worker

Before beginning work for every client, the Contractor will review the client's plan of care with every assigned home care agency worker. The Contractor will attempt to provide in-person review of the plan of care with each home care agency worker and document the reason when an in-person review was not possible. Each home care agency worker will acknowledge with a signature or electronic attestation and date that they have reviewed the client's plan of care, except an agency supervisor can sign and date for a substitute worker. Annual updates and all other changes to the plan of care will also be reviewed with the home care agency workers as soon as possible by telephone, electronically or in-person but at least within one (1) week of the beginning of any change in services, impacting health and safety of client. The home care agency worker must sign or electronically attest to an acknowledgement of orientation to plan of care within one calendar month of Contractor receiving the plan. The plan of care may be reviewed with both the client and the assigned home care agency workers at the initial home visit and subsequent supervisory home visits.

When specified in the client's plan of care, the Contractor's home care agency worker will accompany a client to medical appointments using public transportation, or insured private vehicle, provided the home care agency worker has a valid driver's license. Mileage reimbursement is built into the Home Care Agency Vendor Rate. This service shall not replace nor be a substitute for the Medicaid Transportation Broker available to the client through the use of the client's Medical Identification Card. This service is in addition to the Medicaid Transportation Broker. The Medicaid Transportation Broker should be accessed first. The Contractor's home care agency worker will accompany a client for essential shopping or to support the client in their immediate community when personal care is needed to access the community integration when specifically listed in the client's care plan using 1) public transportation or 2) insured private vehicle, as outlined in the client's plan of care, provided the home care agency worker has a valid driver's license. Home care agencies may choose to create policy around transportation related to community integration.

The Contractor will have policies and procedures ensuring proper handling of client funds when shopping is provided by the home care worker.

Substitute Home Care Agency Workers. The Contractor shall provide a substitute home care agency worker in the event that the regularly scheduled home care agency worker fails to arrive at the client's home. The substitute shall arrive at the client's home within twenty-four (24) hours after the original home care agency worker was scheduled, unless otherwise agreed to by the client.

If lack of immediate care would pose a serious threat to the health and welfare of the client, the substitute home care agency worker shall be available for service within four (4) hours. Client case records must reflect service attempts, client contacts regarding absence of regularly scheduled home care agency worker, and notations when substitute home care agency workers serve the client.

If the required shift start time makes it impractical to conduct an in-person review of the plan of care with the substitute home care agency worker, a telephone review between the substitute worker and an agency's supervisor may be completed. The telephone review of the care plan must be documented in the client case record.

If the Contractor is not able to provide a substitute home care agency worker for a client, the agency will immediately notify the Case Manager/Social Worker.

Non-emergency Referrals. For non-emergency situations, services shall begin, unless the client situation prohibits, within seven (7) calendar days of receipt of the ProviderOne authorization. If services do not begin within seven (7) calendar days of receipt of the authorization, the agency must document the reason why and ensure coordination with the authorizing Case Manager/Social Worker so the client may be given the option of selecting another provider agency, or with the approval of the Case Manager/Social Worker, establish an alternative start date. Prior to beginning services in non-emergency situations, the Contractor shall conduct an initial home visit with the client to determine in-home care service implementation based on the CARE Assessment or MTP care plan unless otherwise arranged with client and the client's Case Manager/Social Worker.

Urgent Referrals. For situations when the care needs are critical to the client's health and/or safety, the Contractor is required to begin services within twenty-four (24) hours of acceptance of referral. Upon receipt of the CARE Assessment or MTP care plan, the Contractor may provide services to address urgent needs prior to the home care agency's initial home visit. Within three (3) business days of receipt of authorization, unless otherwise arranged with client and Case Manager/Social Worker, the Contractor shall conduct an initial home visit with the client and client's family and/or representatives to determine in-home care service implementation based on the CARE Assessment or MTP care plan.

D. Minor Changes in the Service Plan

The Contractor may not implement any change in the CARE Assessment Details and Service Summary or MTP care plan unless authorized by DSHS or the AAA. However, the worker can provide an ADL or IADL listed in WAC 388-106-0010 upon the client's request. Minor changes in the service schedule can be made as agreed to between the Contractor and the client as long as the change meets the needs described in the service plan.

The Case Manager/Social Worker shall be advised when there are changes in scheduling that impact the Contractor's ability to meet a client's needs. The Contractor shall contact the client's Case Manager/Social Worker if information becomes available which indicates a need for a change in the type or amount of service authorized and when there is a change in the client's condition, needs or living situation.

E. Inability to Deliver Service

The Contractor shall develop a method of assuring that its home care agency workers report to the

Contractor whenever the scheduled service episode is not accomplished due to the client not participating. This includes but is not limited to hospitalizations, vacations, not answering the door, turning the home care agency worker away, etc. The Contractor will inform the Case Manager/Social Worker when the client's absence may result in a change in client condition or adversely impacts the ability of the home care agency to deliver services as outlined in the CARE Assessment Details or MTP care plan.

The Contractor must notify the Case Manager/Social Worker when a client consistently declines assistance with assigned tasks and/or consistently declines the number of units authorized to meet the client's needs.

F. Semi-annual Supervisor In-home Visits

The supervisor from the Contractor providing services to DSHS/AAA clients is required to meet with the client in their place of residence at least once every six (6) months following the initial home visit. The purpose of the visits is to assure the plan of care is reviewed, accurate and meeting the client's needs. The Contractor must contact the Case Manager/Social Worker if any changes are needed to the plan of care or if assigned task(s) and/or units are no longer being provided or needed.

G. Client Case Record Documentation

The Contractor shall comply with WAC 246-335, the Health Insurance Portability Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and other regulations regarding privacy and safeguarding of client health information. At a minimum, the Contractor shall maintain the following documentation:

1. DSHS/AAA, CARE Assessment Details and Service Summary or MTP care plan with access to client authorizations upon request;

2. Contractor Home Care Agency Plan of Care with schedule*;

3. Release of Information, when there is evidence of information sharing outside of covered entity;

4. Client Consent to Services*;

5. Verification that a written bill of rights was given*;

6. Verification of client receipt of grievance policy and procedure*;

7. Client responsibility if applicable*;

8. Progress notes related to delivery of services to the client. Progress notes, all client records, and related records authored by the Contractor are to be kept in a legally acceptable manner. For paper progress notes this includes correction to the record with a single line through the error, noting the error, the date of correction and the signature or initials of the person correcting the record. Using white out to obscure original comments and use of pencil are not considered legally acceptable documentation. If electronic progress notes are kept, there must be a tamper-resistant means of recording when the note was entered (such as automatic date-stamping) and identifying the person making the note (such as individual user ID's and hardened passwords); notes may not

be deleted or edited; corrections must note date and person making the correction: and

9. Evidence of initial and six (6) month home visits.

* These items may be individual or combined documents.

H. Verification of Time Using Electronic Visit Verification (EVV)

EVV is defined as "a system under which visits conducted as part of personal care services are electronically verified" where the following elements are required in claim submissions for Personal Care Services and Respite Care Services provided to an eligible client:

- Type of service performed;
- Individual receiving the service;
- Date of the service;
- Location when service begins and the location when service ends;
- Individual providing the service; and
- Time service begin and the time services end.

Home care agencies providing personal care authorized through ProviderOne are required to meet all EVV requirements and policies set by DSHS, including those communicated through management bulletins. For this statement of work, EVV requirements and policies are detailed in a management bulletin. The Home Care agency must maintain all records related to EVV, alternative verification, or manual entry and provide these records to the appropriate department or designee staff for review when requested.

Remote Caregiving

EVV requirements will apply to any remote care claims submitted by home care agency providers, the same as any other claims for personal care services and respite care services provided by an agency employee. Home Care Agencies may utilize their physical office locations for EVV purposes. If the worker is not in the office, they may use the location they are working from for EVV purposes.

I. Task Sheets

A form (electronic or paper task sheet) verifying task performance shall be kept for every client under the Medicaid funded programs (except MTD) served by the Contractor and must clearly indicate what tasks were completed/performed. The task performance verification form may cover a period not to exceed one (1) month. The Contractor shall obtain client confirmation (usually initials, if paper) on the task performance verification form at the end of each home visit for the tasks completed. The client shall sign or authenticate the task performance verification form at the end of the period covered. For purposes of this section authenticate means a unique identifier verifying accuracy of information.

An alternate method of client confirmation shall be utilized when a client is unable to sign task performance verification forms. The inability to sign task performance verification forms and the alternate method of confirmation shall be documented in the client's file.

J. Service Area & Referrals

The Contractor shall serve clients throughout the service area as defined in the contract as well as to

provide service to clients requiring evening, weekend and/or holiday service. The Contractor shall establish and implement written policies regarding response to referrals and access to services. The evidence of effort will include written documentation of recruitment activities throughout the defined service area.

The Contractor shall have a staffed office in the local AAA service area. Each local office in the service area will be staffed with supervisory/administrative staff who has demonstrated experience in the care of people with medical complexity and/or functional disability. The office will have a telephone number with local area code and/or toll-free number to ensure client and worker access.

The Contractor agrees to accept all referrals within the defined service area. If current staffing does not allow for commencement of service within the timeframes outlined in section C. Service implementation: staff/service implementation, the Contractor must notify the referring Case Manager/Social Worker when service could begin. Alternate or temporary service arrangements shall be made in consultation with the Case Manager/Social Worker.

K. Incidents/Accidents during Service Delivery

The Contractor shall develop a written plan of specific procedures to be followed in the event a client becomes ill, is injured, or dies while being served by the Home Care agency worker. The written plan shall include reporting and documentation of:

1. Details of actions taken;

2. Identification of potential training needs;

3. Outcomes/evaluation; and

4. Notification to the client's Case Manager/Social Worker within one (1) workday of an incident that might result in changes to the CARE Assessment Details and Service Summary, MTP care plan or the amount of services authorized.

Examples of client incidents that might result in changes to the CARE Assessment and Service Summary, MTP care plan or the amount of services authorized include but are not limited to:

1. Reports made to Adult Protective Services, Child Protective Services, and or law enforcement;
2. Illness resulting in consultation with emergency medical personnel;
3. Injury (to self or others) resulting in the need for medical assistance;
4. Falls resulting in the need for medical assistance;
5. Unusual, unanticipated changes in behavior;
6. Threats to others;
7. Threats to self (suicidal behavior and/or thoughts);
8. Accidents during transportation;
9. Ongoing misuse of medications;
10. Suspected criminal activity; and
11. Death.

L. Disaster Response. The Contractor shall have a written plan for serving currently authorized clients during periods when normal services may be disrupted and how business operations will continue. This may include natural or manmade disasters/emergencies (significant power outages, earthquakes, floods, snowstorms, pandemic illness, etc.) The plan needs to pay particular attention to those clients who are at most risk and include:

1. Criteria used to identify those clients who are at most risk;
2. Procedures to contact high risk clients and referral to first responders as needed;
3. Emergency communication methods and procedures; and
4. Communication procedures with DSHS/AAA to report operational status.

Contractor shall participate in coordination of Disaster/Emergency Response Plans with the AAA. In the event of a natural or man-made disaster, the Contractor shall make reasonable efforts to contact all clients beginning with those who have been determined to be most at risk. The Contractor shall coordinate service delivery with emergency personnel and other agencies providing in-home care services to best meet the immediate and emergent needs of clients. Through the duration of the disaster the Contractor shall continue to contact clients at least weekly who have declined services to offer services and identify significant changes in condition.

M. Identification Cards to Enter a Client's Home. The Contractor shall provide to its home care agency workers identification that indicates they are employees of the Contractor. The identification must include the agency name and at least the home care agency worker's first name. The home care agency worker must also have some form of picture identification to show the client. The Contractor must have a system for collecting identification materials.

N. Mandated Reporting. All employees of the Contractor are mandatory reporters of abuse and neglect of vulnerable adults and children as required under RCW 74.34.035, RCW 74.34.020, and RCW 26.44.030. The employee and the Contractor must immediately report all suspected incidents to the appropriate protective services and shall not impede or interfere with any DSHS or law enforcement investigation. When there is reason to suspect that the death of a vulnerable adult was caused by abuse, neglect, or abandonment by another person, mandated reporters shall, pursuant to RCW 68.50.020, report the death to the medical examiner or coroner having jurisdiction, as well as the department and local law enforcement, in the most expeditious manner possible. Contractor employees shall not be discouraged from reporting suspected incidents by any other Contractor employee. Suspected incidents that must be reported are defined in RCW 26.44.020 and 74.34.020 and include:

1. Physical abuse;
2. Sexual abuse;
3. Mental/emotional abuse;
4. Neglect by others;
5. Self-neglect;
6. Exploitation including financial, sexual; and
7. Abandonment.

The Contractor shall document all Adult Protective Services (APS)/Child Protective Services (CPS) referrals and notify the authorizing agency within one (1) business day that a report has been made.

O. Discharge or Transition of Clients. The Contractor shall have a written policy regarding the discharge of clients and coordination of care related to any discharge or termination of service. The Case Manager/Social Worker shall be notified by the Contractor when a client is being considered for discharge/termination. The Client and Case Manager/Social Worker shall be given at least a two (2) week written notice prior to discharge unless client and/or home care agency worker safety is the reason for the discharge. The Contractor shall cooperate in any transition of a client to or from the Contractor to assure continuity of care.

P. In-home Nurse Delegation. The Contractor shall have a written policy regarding in-home provision of delegated nursing tasks which is an optional service that may be provided. If the Contractor chooses to provide delegated nursing tasks it will ensure that home care agency workers receive state mandated nurse delegation training before nurse delegation can be implemented. The Contractor not offering delegated in-home nursing tasks must have policies in place that describe how they respond to referrals that include in-home nurse delegation and how to coordinate care of current clients receiving in-home nurse delegation from another qualified provider.

II. PERSONNEL

A. Criminal Background Checks

The Contractor shall require a fingerprint-based background check through the DSHS Background Check Central Unit (BCCU) for each new home care agency worker hired on or after January 8, 2012, who will have unsupervised contact with persons with developmental disabilities or vulnerable adults as defined in RCW 43.43.832(1). This background check includes a Washington State Name and Date of Birth check and an FBI fingerprint-based check.

For information on the BCCU background check system and process visit *www.dshs.wa.gov/bcs*

The Contractor shall use a DDCS DDA and/or HCS BCCU account number. If providing services to both DDCS and HCS clients, a BCCU account number from DDCS and HCS is required. MB H14-050 provides directions on when to use each account.

Contractors are only permitted to use their DDCS or HCS BCCU account numbers for employees that may be performing work under this contract.

Washington State Name and Date of Birth checks are required every two (2) years minus one (1) day from the date listed on the BCCU Results letter check. If the lived out of state since the last background check was completed and/or anytime the department or Contractor requests, an FBI fingerprint-based background check must be completed as required in WAC 388-71-0511.

Background checks may be completed using the printed DSHS Background Authorization form (09-653). The signed and dated authorization form will be placed in the worker's file. Contractor will provide to the applicant the Fingerprint-based Background Check Notice Form 27-089. The applicant must also sign and date this form. A copy is given to the applicant, and a copy is retained in the worker's file.

Effective July 25th, 2014, a new WAC, chapter 388-113, established a uniform standard of background check rules for HCS and DDCS. Amendments have also been made to WAC 388-71-0500, 0510, 0513, 0540, 0546, and 0551. See MB H14-050 Consolidation of Background Check Rules across HCS and DDCS for further details.

Background Check Review Process is listed below:

- The signed and dated Background Authorization form can be completed online, or the agency can input online for the worker after receiving the signed and dated background check authorization form from the worker.
- The signed and dated fingerprints check form will be placed in the worker's file with a copy given to the worker.
- BCCU will provide a Background Check Results letter that is now called Notification of Background Check Results and will provide results of the Washington State Name and Date of Birth check to the Contractor, including the identifying Originating Case Agency (OCA)

(Inquiry ID) number that is required for the FBI fingerprint-based portion of the background check.

- If the home care agency worker is not disqualified based on the name and date of birth portion of the background check, the Contractor completes the FBI fingerprint-based check by using the OCA number and the Fingerprint Appointment form to schedule a fingerprinting appointment with the currently contracted DSHS fingerprint vendor, the electronic fingerprinting company that is contracted with DSHS to complete electronic fingerprinting.
- DSHS will be billed for all fingerprinting completed through the currently contracted DSHS fingerprint vendor. If the Contractor decides to use a different DSHS approved fingerprinting vendor, such as law enforcement, the Contractor will be responsible for the cost.
- BCCU will receive the fingerprints, submit them to the Washington State Patrol (WSP) and FBI, and send the Notification of Background Check Results to the Contractor.
- Background check results are clearly listed as one of the following:
    - No Record
    - Review Required
    - Disqualify
    - Additional Information Needed

Notification of Background Check Results Summary		
New Letter Language	Intent of the Letter	Action Needed
NO RECORD	The applicant has No-Record.	Applicant can be contracted/authorized payment; or hired by the Home Care Agency (HCA).
REVIEW REQUIRED	The applicant has a record, but the information reported is NOT automatically disqualifying.	Complete Character, Competence & Suitability Review per WAC 388-113-0050 and WAC 388-113-0060.
DISQUALIFY	The applicant has an automatically disqualifying conviction, pending charge, or negative action and they cannot have unsupervised access to DSHS clients.	The applicant cannot be contracted/authorized payment; or hired by the HCA. If the applicant doesn't agree with the results of the background check, instructions for correcting background check records can be obtained on the BCCU website or by calling BCCU at 360-902-0299.
ADDITIONAL INFORMATION NEEDED	More information is required for BCCU to make a determination.	Result of Name/DOB check: Applicant cannot be contracted/authorized payment; or hired by the HCA until the applicant provides more info to BCCU. Result of fingerprint check: Applicant can work through a provisional hire but must submit the needed information to BCCU and resolution must be reached by the 120th day. Result of renewal:

		Applicant must submit the needed information to BCCU, and resolution must be reached within 30 days. Renewal/Recheck timeframes must still be met.

- More details about the background check results letters can be found in MB H15-070. A list of disqualifying convictions and negative actions can be found here: http://dshs.wa.gov/bccu/bccucrimeslist.shtml and or listed in WAC 388-113-005 through 388-113-0040. The WSP may reject a home care agency worker's fingerprints for many reasons, and the worker must immediately schedule another appointment for fingerprinting. The WSP may request repeated fingerprints until they determine that they have received the best prints possible.

- The WSP then sends the fingerprints to the FBI. The FBI may reject prints twice before they determine that they will complete a federal name and date of birth check. *BCCU will inform you when they receive the final decision by the WSP/FBI.*

Contractor shall utilize a secure fax number. A secure fax number is not in a hallway, reception area or other public area. It is also checked routinely throughout the day with limited access to staff. Detailed instructions for how the Contractor completes formal background check requirements can be found on the HCLA background check web page.

Home care agency workers must complete and pass the Washington State name and date of birth background check through the BCCU prior to working with clients under this contract.

Home care agency workers can continue to be provisionally employed for a total of 120 days if they also pass the Washington State name and date of birth check, pending completion of the FBI fingerprint-based background check. These are the conditions Contractors must meet to provisionally employ a home care agency worker:

1. Complete a Background Authorization form in the Background Check System.

2. Fingerprint check appointment has been scheduled

Contractor must consider character, competence and suitability of all home care agency workers and staff who will have unsupervised access to clients as required in RCW 43.20A.710(6) and WAC 388-113-0050 and WAC 388-113-0060. Character, competence, and suitability reviews for agency workers with non-disqualifying convictions and negative actions must be conducted after receipt of each criminal history background check and documented in the home care agency worker file.

Contractor shall not be paid for any services provided by a home care agency worker who has been:

1. Working in unsupervised capacities with HCS, AAA and or DDCS clients and have disqualifying convictions or negative actions found in WAC 388-113-0020 and corresponding statute;

2. Has a substantiated finding of abuse, neglect, or exploitation by either APS or CPS;

3. The subject in a protective proceeding under RCW 74.34.

Disqualifying crimes are outlined in RCWs 43.43.830 and 43.43.842. Abuse, neglect and exploitation are defined in RCWs 26.44.020 and 74.34.020.

Contractor shall complete additional disclosure statements or background inquiries for an individual having direct contact with persons with developmental disabilities or vulnerable adults if Contractor has reasonable cause to believe the home care worker had disqualifying offenses occur since completion of the initial criminal background inquiry. At minimum, the Contractor must obtain a completed disclosure statement and a completed background check through the DSHS BCCU every two (2) years. The Contractor may require a home care worker to have a Washington State name and date of birth background check or Washington State and national fingerprint-based background check, or both at any time. The Contractor will develop a policy outlining the basis for determining when background checks will be done more frequently than every two (2) years. Contractor must share background check results and criminal history information per WAC 388-113-0105. The Contractor is permitted to share per WAC 388-113-0107.

B. Training and Certification of Home Care Agency Workers. The Contractor shall ensure all home care agency workers who provide care to state funded clients are qualified to provide care, which requires assurance that workers meet all required long-term care worker orientation, training, or certification requirements within specified timeframes. The Contractor shall not employ or continue to employ a home care agency worker who does not meet those requirements and will not be reimbursed for services provided by unqualified staff. For long-term care worker rehire rules see DOH WAC 246-335, Home and Community Services WAC 388-71 and management bulletins. Prior to the Contractor hiring a worker, the documents to be reviewed are listed in WAC 388-71-0971.

1. Certification. Home care agency workers are considered long-term care workers and must meet the Home Care Aide or other qualifying credentialing requirements, (unless they meet the exemptions) RCW 18.88b, WAC 246-980 and WAC 388-71. Contractor non-exempt home care agency workers are to be paid for time spent attending all required trainings. Exempt home care agency workers are paid for time spent attending required continuing education. Reimbursement for training will be based on an allocation of training costs across all the Contractor's applicable funding sources.

2. Training/Certification Exemptions. Exemptions from obtaining a Home Care Aide certification can be found in WAC 246-980-025. Exemptions from the seventy (70) hour, thirty (30) hour or twelve (12) hour basic training requirement can be found in WAC 388-71-0839. Exemptions from the continuing education (CE) requirements can be found in WAC 388-71-1001. Effective July 28, 2013, Registered Nurses, Advanced Registered Nurse Practitioners, and Licensed Practical Nurses are exempt from the CE requirement.

   It is the responsibility of Contractor to verify and document that workers hired after January 7, 2012, meet the training and certification exemption criteria prior to employment with the Contractor.

3. Training.
   Contractor shall ensure the following trainings for their non-exempt home care agency workers shall be obtained through SEIU Healthcare NW Training Partnership or an HCLA contracted Community Instructor as found on Find a class or (https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx) or https://bit.ly/DSHSclassfinder

   a) Orientation/Safety Training;
   b) Basic Training (core competencies and population-specific competencies);
   c) Continuing Education;
   d) Nurse Delegation Training, when applicable; and/or
   e) Nurse Delegation: Special Focus on Diabetes, when applicable.

Contractor may train their own home care agency workers if they contract with HCLA as a Community Instructor. Contractor shall provide on-going training on agency policy and procedures.

The specific training components include:

Orientation/Safety Training is to provide basic introductory and workplace safety information appropriate to the in-home setting and population served. Contractor home care agency workers must complete a minimum of two (2) hours of Orientation and three (3) hours of Safety Training before providing services to any client.

Basic Training provides seventy (70) hours of in-depth material on core competencies related to providing care to clients and information regarding the special needs of the population receiving long-term care services. Contractor's home care agency workers must complete department-approved Basic Training within 120 days of the date of hire.

Continuing Education (CE) provides material on a variety of topics to keep the long-term care worker's knowledge and skills specifically related to the population served and their own career development. Twelve (12) hours of CE must be completed each year on or before their birthday during the period between certification renewals. For Home Care Aides and newly credentialed Nursing Assistant Certified, if the first renewal period is less than a full year from the date of certification, no CE will be due for the first renewal period, but CE will then be due before the second renewal period on or before the long-term care (LTC) worker's birthday. Effective July 28, 2013, Registered Nurses (RN), Advanced Registered Nurse Practitioners (ARNP) and Licensed Practical Nurses (LPN) are exempt from the CE requirement. LTC workers exempt from Basic Training by employment history must take 12 hours of CE each year on or before their birthday.

The Contractor is responsible for confirming/documenting CE compliance for newly hired or rehired LTC workers for the compliance year in which the agency hired or rehired the worker and for subsequent years of employment with the home care agency.

CE compliance for the calendar years before the LTC worker was hired by the home care agency do not need to be confirmed or documented by the agency. Additionally, the gap years do not need to be confirmed or documented by the agency between an original separation and rehire.

For verification/documentation of CE compliance for newly hired or rehired LTC workers see WAC 388-71 and management bulletins.

Nurse Delegation Training is required before a certified Home Care Aide, Nursing Assistant Certified or a Registered Nursing Assistant (if exempt from Home Care Aide credential due to employment history) can perform a delegated task. Before performing a delegated task, the home care agency worker must complete:

1. The "Nurse Delegation for Nursing Assistants" 9-hour class; and

2. Registration or certification as a Nursing Assistant or certified as a Home Care Aide and renew annually. Registered Nursing Assistants, who meet the Home Care Aide employment exemption, must also complete Core Basic Training Competencies.

Nurse Delegation: Special Focus on Diabetes is required for Contractor home care agency workers before performing the delegated task of insulin injections. In addition to completing the requirements of Nurse Delegation training, the Contractor home care agency worker must complete this additional three (3) hour course.

C. Compensable Time for Home Care Agency Workers. The Contractor is required to provide compensation to its employees consistent with the Fair Labor Standards Act (FLSA) and RCW 49.46. Compensable time for home care agency workers is factored into the hourly Home Care Agency Vendor Rate for client services.

D. Home Care Agency Worker Health Benefits. A portion of the rates paid for services under this contract is for provision of health benefits for home care agency workers providing care to state funded clients either through the Washington Health Benefit Exchange, accessing the SEIU Health Benefits Trust, a private market plan or an approved Healthcare Reimbursement Account (HRA). The scope of the benefit and eligibility will be determined by the Contractor.

E. Personal Automobile Insurance Coverage or Waiver. Contractor shall ensure there is liability insurance covering all vehicles operated by employees while providing transportation to clients or who provide transportation related to their employment. If a home care agency worker does not drive or will never transport a client during a work assignment, the Contractor must have the home care agency worker sign a document stating that clients will not be transported.

F. Home Care Agency Worker Records. The Contractor shall maintain the following documentation for each home care agency worker:

1. Employment application including experience and previous work history;
2. Employment Eligibility Verification Form (I-9);
3. Evidence of criminal background check compliance;
4. Evidence of completion of legally required training and certification including orientation;
5. Evidence of a valid driver's license for the correct state, if the worker transports clients.
6. Evidence of annual on-site observation of performance;
7. Signed and dated Mandated Reporter Acknowledgement;
8. Signed and dated Confidentiality Oath;
9. Evidence of review of Contractor Emergency Preparedness Plan; and
10. Signed and dated attestation form if not providing home care services to a family member.

G. Supervision. The Contractor shall employ supervisors for the program who have experience or on-the-job training in the provision of services to individuals that are aged and/or have a disability and have demonstrated ability to supervise staff. Supervisors shall provide ongoing support and oversight to home care agency workers and shall also provide consultation in areas related to duties performed by home care agency workers. Contractor must maintain an adequate number of supervisors to ensure and maintain quality services.

Contractor shall conduct performance evaluations with all home care agency workers within six (6) months of hire and annually thereafter. Evaluation of the home care agency worker's skills in the client's home shall be included in the performance evaluation. Contractor supervisors shall ensure and document the home care agency worker receives the following:

1. Orientation to the client's Home Care Agency Plan of Care (CARE/TCARE®/Agency) before

services begin;

2. Performance evaluation including an on-site evaluation within six (6) months of hire and within every twelve (12) months thereafter; and

3. On-going training related to service delivery.

Contractor shall develop a method for home care agency workers to have access to a supervisor during all times of service delivery. This includes weekends, holidays, and after-office hours.

H. Supervisory Training. The Contractor shall ensure all supervisors complete ten (10) hours of training annually. Training shall include a combination of topics related to supervisory duties and topics related to the delivery of home care services. In-services, staff meetings, and community venues including classes, conferences and seminars may be used for supervisory training. Training may also include supervisory responsibilities in the event of a natural and/or man-made disaster. Supervisors who provide personal care to agency clients and bill for personal care units must complete the same required training as direct care employees.

New supervisors shall receive ongoing support and training which will apply to the annual supervisory training requirement. The Contractor shall develop and implement a training plan for all newly hired supervisors to include those supervisors lacking supervisory experience or experience working with vulnerable adults. Basic Training may be a part of the training plan. Written documentation of supervisory training will be kept in the supervisor's personnel file.

J. Employee Risk Based Screening. Employee risk-based screening is required per MB 23-084 as amended or superseded.

K. Personal Protective Equipment. The Contractor shall provide staff with personal protective equipment per WAC 246-335.

III. BUSINESS OPERATIONS

A. Reporting Requirements. The Contractor will complete reports and data collection as required by DSHS and the contracting AAA. Documentation may be maintained in a paper format or an approved electronic record retention system which meets DSHS Data Share Agreement criteria. Reports include but are not limited to:

1. Annual client satisfaction survey of active clients to determine satisfaction with all aspects of in-home service, including but not limited to quality of work performed, responsiveness of supervisors, reliability of schedule, etc.;

2. Annual independent financial statement audit or review is required and will encompass the financial operations of the Contractor and shall be submitted within the earlier of 30 days after completion or nine (9) months after the end of the entity's financial reporting period;

   a. Agency Worker Health Insurance report (AWHI): The Contractor is required to obtain a report stating whether the full amount paid to the Contractor for AWHI described in Section IV-E has been paid out for agency worker health benefits as described in Section II-D, unless the Contractor has a Notice of Good Standing from SEIU Healthcare NW Health Benefits (Trust). This report can be done as a separate agreed-upon procedures engagement by the Contractor's auditors, or it can be included in the annual independent financial statement audit or review engagement. Up to one third (1/3) of

the cost of the entire annual independent audit, review, and agreed-upon procedures engagement, conducted specifically on the home care agency, may be considered part of the payments for AWHI.

3. EVV of employee client service delivery units; including access to manual adjustments and documentation thereof when necessary; and

4. Additional data, reports and/or statistics as required for auditing, evaluation, and legislative purposes.

B. Prior Notification of Changes. The Contractor shall promptly notify the AAA of any proposed changes in how services are delivered under this contract including: closure or opening of offices in the service area, changes in ownership, or factors that may affect service delivery or quality. Proposed changes shall be submitted in writing, and no change shall be implemented until approval from the AAA is obtained.

C. Change in Ownership. The Contractor shall immediately notify the AAA when the Contractor enters into negotiations regarding any proposed change in ownership. Change in ownership includes any of the following:

1. Transferring ownership, either whole or part, to a new owner;
2. Adding a new owner;
3. Dissolving a partnership or corporation;
4. Merging with another entity taking on that entity's identity; or
5. Consolidating with another entity, creating a new identity.

To be eligible to contract to provide home care agency services to existing and new clients, all potential new owners must meet the qualifications for home care agency service providers defined by HCLS on the Information for Potential Medicaid Contractors site.

During the change in ownership, services to clients will be maintained with every effort made to avoid disruptions. Clients will be informed in writing of the change in ownership following submission of the application for change in ownership with the Department of Health and be given information on their freedom of choice of provider. Clients will not be prohibited or penalized in any way for choosing to find another provider.
The AAA will have 90 days in which to review the business operations following any change in ownership. At the end of the 90-day period, the AAA may exercise one or more of the following options: (i) Continuing the existing contract; (ii) Conducting a comprehensive monitoring of the new agency and placing the agency under a corrective action plan (contingent on the outcome of the monitoring); or (iii) Terminating the contract.

D. Accessibility. The Contractor shall make sure any change in office location or opening of a new office is accessible to all persons per the Americans with Disabilities Act (ADA) regulations. If existing office space is not accessible to all persons per ADA regulations, the Contractor will have a written policy on how to meet with clients, staff and other persons who are unable to access the office. The policy will include procedures to ensure comfort, privacy and ease of access.

E. Subcontracting. Subcontracting is any separate agreement or contract between the Contractor and an individual or entity to perform all or a portion of the duties and obligations that the Contractor is to perform under this contract. With the exception of subcontracting with Registered Nurses for the provision of nurse delegation, Contractors operating under this contract shall not subcontract with other individuals or entities as a means for delivering non-medical home care services to state funded clients.

F. Bribes, Kickbacks and Rebates (self-referrals). Contractor is prohibited from offering or paying any remuneration to induce a person or organization to refer an individual for the furnishing of any service for which a payment is made for medical assistance as outlined in RCW 74.09.240. Prohibited activities include but are not limited to:

1. offers of, or payment of bonuses for the referral of state funded clients or

2. recruitment of clients by promising employment to their existing caregivers and/or family members.

Federal law requires that Medicaid clients have free choice among qualified providers. The personal care services Contractor may not require or demand that clients enter into any exclusive relationship for other services in order to qualify for personal care services.

G. Conflict of Interest. Contractor shall establish guidelines, procedures, and safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, over and above their regular salary, for themselves or others in serving DSHS or AAA clients. Contractor employees shall not solicit work outside of the CARE Assessment Details and Service Summary, TCARE® Information for Respite Care Service Providers form, or MTP Care Plan from clients and shall refer any additional work clients attempt to solicit from them to the home care agency supervisor. To protect and safeguard clients, written policies shall be developed that prohibit employees from involvement or assistance in a client's financial matters, including a policy prohibiting the acceptance of gifts, gratuities, or loans from clients. Violations of the Contractor conflict of interest policies shall be grounds for disciplinary action.

H. Employee-Client Relationship. The Contractor shall receive no compensation under this contract for services provided to a client of the Contractor if the Contractor employee who provided the care is a family member of the client. The Contractor shall establish guidelines, procedures, and safeguards to ensure that it does not receive compensation under this contract for services provided to a client by an employee who is a family member of the client. The Contractor shall require all employees to sign and date an attestation form in which they disclose whether they are providing, or will provide, services to a Contractor client who is a family member of the employee.

If the client is an enrolled member of a federally recognized Indian tribe, there is an exemption to employee-client relationship, see MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception as amended or superseded.

As used in this contract, "family member" is broadly defined to include, but is not limited to, a parent, child, sibling, aunt, uncle, cousin, grandparent, grandchild, grandniece, or grandnephew, including such relatives when related through adoption or marriage or registered domestic partnership.

I. Compliance. In the event that the AAA notifies the Contractor of contract noncompliance, the Contractor must take corrective action as directed to remedy contract non-compliance. The Contractor shall provide to the AAA a corrective action plan, which shall include the date when the plan will be completed and the date when the home care agency projects it will be in full compliance with the requirements of this contract.

Sanctions may be imposed for non-compliance at the discretion of the AAA. Sanctions may include one or more of the following actions:

1. Limiting referrals of new clients.

2. Suspending all referrals of new clients.
3. Terminating the service provider's authorizations to provide services to existing clients.
4. Terminating the contract.

If the AAA determines that the Contractor is out of compliance with the terms of this contract, the AAA may instruct all case management agencies who are authorizing the services provided under this contract to suspend new client referrals to the Contractor until further notice. A notice of suspension will be mailed to the Contractor by the AAA Director or Director designee. This suspension will continue until the AAA determines that appropriate corrective action has been taken, or until the contract is terminated. At the end of a suspension, the AAA will inform the authorizing case management entities to resume referrals if the AAA deems that the home care agency has come back into compliance. If the agency is still non-compliant as determined by the AAA, further action below may occur at the discretion of the AAA:

1. Suspension of the Contractor's authorizations to provide services to existing clients; and/or

2. Termination of the contract.

If the AAA determines the Contractor has been paid for services provided to a client by an employee who is the client's family member, the AAA shall recoup payment made to the Contractor for all units provided by that employee to that client. If the AAA is unable to recoup payment by an agreed upon time, the AAA shall take the following actions for contractual non-compliance:

1. Suspension of new client referrals;
2. Termination of the Contractor's authorizations to provide services to existing Clients; and/or;

3. Termination of the contract.

J. Coordination of Services. The Contractor shall work collaboratively with other service providers, including the Case Manager/Social Worker as appropriate, within HIPAA and Health Information Technology for Economic and Clinical Health (HITECH) Act guidelines in the delivery of services to clients. Examples may include but are not limited to:

1. Medical professionals;
2. Physical and occupational therapists;
3. Mental health therapists and counselors;
4. Speech therapists;
5. Home health services;
6. Hospice services;
7. Other home care agency providers;
8. School personnel;
9. DSHS/AAA nurses; and
10. Transit services.

Contractor shall attend consultations regarding clients as requested by the Case Manager or Social Worker.

Contractor may coordinate service delivery with other service providers to mutually support the delivery of home care services and/or assess the welfare and well-being of high-risk clients

during a natural and/or man-made disaster. Contractors may develop agreements with other service providers that include, but are not limited to:

1. Provision of in-home care services to clients when the Contractor is unable to provide scheduled services;
2. Shared office space;
3. Shared communication technology and equipment;
4. Shared resources including personnel; and
5. Other administrative support as necessary to provide in-home care services to clients.

IV. BILLING

A. Service Provision. The basis of service delivery is determined by level of care and authorized by DSHS and/or the AAA for each client as documented in the CARE Assessment Details and Service Summary, TCARE® Information for Respite Care Service Providers form, MTD Care Plan and authorization documents.

1. Payment for services authorized through ProviderOne for the Medicaid, State funded, and VDC programs will be made directly to the Contractor through ProviderOne.

2. Payment for services authorized outside of ProviderOne will be made through A-19 billing to the AAA, partial hour payments will be rounded to the nearest quarter hour.

ProviderOne service units are in 15-minute increments and providers will be able to bill weekly. When service minutes documented per Section I. Service Delivery, "H" result in a number of 15-minute units, each shift that includes a remainder of minutes that are less than 15, shift rounding shall occur as follows for each client:

1. When the remainder minutes for the shift are 8 or more, round to the next quarter hour.

2. When the remainder minutes for the shift are 7 or less, round down to the previous quarter hour.

Payment shall not be made for the following:

1. For services not provided or not authorized in ProviderOne;

2. For services authorized outside of ProviderOne, services that are not authorized by the authorization process provided by the AAA;

3. Units provided in excess of the number of units authorized for each client;

4. Units provided by an employee who is out of compliance with training or Department of Health certification requirements;

5. Units provided by an employee who has a disqualifying crime;

   a. For delinquent background checks, as long as the worker had a previous background check that cleared them to work, no payback will be required if the background check is made current and no disqualifying crime is identified.

6. Units provided to a client of the Contractor by an employee of the Contractor who is a family

member of the client; except as written in MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception;

7. Units incorrectly rounded up contrary to policy in Section IV. A., above;

8. Units submitted more than 366 days after the date of service in which the services were performed.

9. Units provided by a Social Services Servicing Only Provider that does not pass risk-based screening per MB H23-084 as amended or superseded.

    a. The contractor is required to submit all screenings prior to a new caregiver working with a client. The contractor may allow the new caregiver to work with clients prior to receiving the screening results, but if the worker is excluded, the agency will be assessed an overpayment. If the contractor completes the screening later, and the worker(s) are not excluded, there will be no overpayment. If they are excluded there will be an overpayment assessed to the contractor. The ongoing monthly screenings are required. If those ongoing screenings show a new exclusion, the worker should immediately upon notification no longer work with clients under this contract. There may be an overpayment in the situation where services were rendered after the date of exclusion.

Contractor will be liable for any overpayment resulting from billings that do not conform to the requirements above or that are otherwise unverifiable or inaccurate. Any overpayment for inappropriate billings to ProviderOne will be made directly to DSHS/Health Care Authority in accordance with DSHS-AP-19-85-54 (Overpayments to the Office of Financial Recovery); DSHS-AP-19-85-53 (Audit Overpayments Identified via External or Internal Audits for Contractors, Clients, and Providers/Vendors); DSHS-AP-10-02 (Overpayments and Debts for Providers and Vendors); and 42 CFR § 433.316 (When Discovery of Overpayment Occurs and its Significance).Contractor may not bill the AAA for services that have been denied for payment by ProviderOne. Any overpayment for services paid by the AAA shall be made based on instructions from the AAA.

B. Billing for Attempts to Deliver Services. Contractor may request reimbursement for attempted service for a maximum of one (1) hour of service, not to exceed two (2) such events per client for the duration of service with the Contractor under the following three conditions:

1. The client is not home to receive services within thirty 30 minutes of the scheduled time; and

2. The home care agency worker is present at the scheduled time and is ready, willing and able to provide service; and

3. The home care agency worker notifies the home care agency as per the home care agency's written policy.

C. Client Responsibility for Payment. Depending on income and program rules, clients may be responsible for payment for part of their care. Required client responsibility amounts will be documented on the authorization list page, or in the case of non-Medicaid programs, in alternative authorization documents. Client responsibility is not required for VDC participants or MAC or TSOA participants. For Medicaid services, the Contractor must apply the client responsibility fee to the first units of service delivered in the month before billing for state/federal reimbursement. The Contractor shall bill client responsibility directly to the client for the services rendered. Although the Contractor may bill for services as of the first of the month in which services are to be received, a client cannot be required to pay for services until the date on which the provider has earned the full client responsibility amount. The Contractor will have a policy

to notify the authorizing case manager when a client becomes delinquent in client responsibility prior to issuance of discharge notice.

E. Training Reimbursement for Home Care Agency Workers. Reimbursement for home care agency worker training wages is established by the legislature as equal to the hourly wage of an Individual Provider. Training wage reimbursement is to be based on an allocation of costs across all Contractor's funding sources consistent with Federal Law. Contractors are to submit to the AAAs their cost allocation plan for approval. The Contractor will submit invoices for training hours directly to AAA as stipulated in billing procedures. The AAA will reimburse at the training wage rate according to the Contractor's AAA approved cost allocation plan.

E. Agency Worker Health Insurance (AWHI) Payment. Since September 1, 2011, the Home Care Agency Vendor Rate includes a designated portion which must be used solely to purchase health (e.g. medical, mental health, dental, vision) benefits for eligible workers directly providing in-home care services to publicly funded consumers and may also be used as described in Section III-A.2.a. The AWHI portion of the Home Care Agency Vendor Rate is determined per RCW 74.39A.310 (2). Contractor will develop criteria to determine worker eligibility for health benefits and the level of benefit.

The Contractor will keep a monthly record of all AWHI revenue paid by DSHS (including from DDCS Respite), AWHI eligible workers and the cost of health benefits purchased per worker by month of eligibility. Group payments must have documentation to separate non-eligible employee costs from eligible worker costs for each payment month.

The following will be provided to the AAA and HCLA at least annually to verify eligible AWHI expenditures:

1. A Notice of Good Standing from SEIU Healthcare NW Health Benefits (Trust) OR;
2. An annual independent financial review or audit report that includes the scope described in Section III-A.2.a. HCLA s Reconciliation of Eligible Expenditures form must accompany the review or audit.

Contractor AWHI receipts and expenditures will be part of the required scope of the independent financial review or audit report in Section III-A.2. Any unspent AWHI funds will be returned to the state within 30 days of completion of the review or audit or more frequently if desired by Contractor. All payments to the state are to be accompanied by HCLA 's Reconciliation of Eligible AWHI Expenditures. Non-compliance with this requirement may result in contract actions such as Suspension of Referrals, Overpayment Collection, or Agreement Termination.

F. Standards for Fiscal Accountability. The Contractor's fiscal management system shall:

1. Provide accurate, current, and complete disclosure of the financial status of each contract pursuant to U.S. Generally Accepted Accounting Principles or basic accounting principles, as appropriate principles; and

2. Report all revenue and expenditures in a manner consistent with US Generally Accepted Accounting Principles or basic accounting principles, as appropriate.

The Contractor agrees to maintain written accounting procedures.

G. Compliance with the Federal Deficit Reduction Act of 2005. Any home care agency receiving annual Medicaid payments of $5 million or more must provide education regarding federal and state false

claims laws for all its employees, Contractors and/or agents as stated in section 1902 (a)(68) of the Social Security Act. If the Contractor meets that threshold, the law requires the following:

1. A home care agency must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;

2. Policies regarding the handling and protection of whistleblowers;

3. Policies and procedures for detecting and preventing fraud, waste and abuse; and

4. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.

Qualifying home care agencies will be identified and monitored annually by HCLA headquarters.

H. Medicaid Fraud Control Unit (MFCU). As required by federal regulations, the Health Care Authority, DSHS, the Contractor 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.

ATTACHMENT B-2: RESPITE SERVICES STATEMENT OF WORK

FAMILY CAREGIVER SUPPORT RESPITE SERVICES STATEMENT OF WORK

The Contractor shall provide Respite Services to eligible Kitsap County residents in accordance with Respite Service Program Guidelines as promulgated by the Home and Community Services (HCLA) of the Washington State Department of Social and Health Services, Washington Administrative Code, including currently issued or as revised WAC 388-106-1200 through 388-106-1230, the Department of Health, and the Home and Community Administration (HCLA) Family Caregiver Support Services policies and Management bulletins and the HCLA Long-Term Care Program Manual, including Chapter 17. All applicable requirements in Attachment B-1 shall also apply to delivery of home care services provided through Respite.

The purpose of Respite care is to provide relief for unpaid caregivers of eligible participant with functional disabilities. Respite care workers provide supervision, companionship and In-Home Personal Care Services usually provided by the primary caregiver of the disabled participant.

1. Eligibility for Respite Services and Authorization to Contractor to Provide Services

   The Contractor is authorized to provide and receive payment for Respite services as stipulated in the authorization/referral documents provided for each client by the authorizing Kitsap Aging and Long Term Care (ALTC) Caregiver Support Case Manager.

2. Description of Levels of Care

   Respite services are divided into three levels of care. The levels of care refer to the activities that will be performed for a participant/caregiver during a given Respite care episode.

   - Level 1: Help with activities which require no special training; for example, companionship, supervision, meal preparation.
   - Level 2: Help with activities of daily living for which special training is required, but a licensed health practitioner is not required. Includes personal care, turning, and transferring.
   - Level 3: Tasks which must be performed by a licensed health practitioner (LPN or RN and not to be provided under a Home Care license).

   NOTE: This agreement provides services to persons receiving Respite Care Levels 1 and 2 ONLY.

3. Fee Collection by Contractor for Client Share of Service Costs

   Required client share of service costs (participant co-pay) shall be authorized and stipulated in the authorization documents provided by the Case Manager for each client. Contractor is responsible for collecting the participant co-pay for the service rendered.

   Except for the provisions noted above, the Contractor shall impose no fees on individual clients for services performed pursuant to this contract.

   If a Respite client requests additional private pay Respite service beyond those authorized by

the ALTC Case Manager, the Contractor shall provide ALTC with written justification of the private pay rate if it is higher than the rate authorized by this contract.

4. Billing the AAA (ALTC) for Respite Services Authorized

   Invoice instructions and forms will be provided to the Contractor at the initiation of the contract, and as necessary thereafter. For Respite services, documentation submitted by the Contractor shall include:

   1. Invoice;
   2. Monthly detail including caregiver name and specific program identifier;
   3. Level of Respite provided;
   4. Number of units of service authorized;
   5. Number of units of service provided;
   6. Unit rate;
   7. Total cost;
   8. Cost for which the participant is responsible;
   9. Cost to be reimbursed by the ALTC; and
   10. Hours and cost of Private Pay Respite services provided.

5. Placement of Workers with Participant/Caregivers

   Upon receipt of referral for services, the Contractor will contact the family to confirm the Respite services.

6. Documentation. The Contractor must maintain the following documentation:
   1. Copy of the Referral/Authorization document provided by the Case Manager;
   2. Information about type(s), date(s) and time(s) services were provided, worker(s) providing the services, payment of any participant/caregiver fee(s), specific program identified under which the service was authorized (e.g. State Family Caregiver Support), and other relevant information about service provision;
   3. Information describing any complaints from the participant/caregiver and resolution documentation; and
   4. Information describing any incidents in which a participant became ill, injured, or dies or a mandatory Adult or Children's protective services report is made while services are authorized with the Contractor.

7. Coordination. All notices of planned coordination meetings involving the Home and Community Services, Developmental Disabilities Administration, and ALTC will be sent to the Contractor before such meetings.

ATTACHMENT C: BUDGET SUMMARY/ESTIMATED EXPENDITURES

Payment for services under this Contract shall be through either a firm fixed price, fee for service, unit cost rate or reimbursement of actual costs. Funds awarded to the Contractor under this Contract are contingent upon the ability of the Contractor to spend the funds according to the Budget as attached as Attachment C shall be a rate of spending of the funds during the period of the terms of the Contract that shall be in a manner as defined in this Contract for both parties. PROVIDED, if Contractor fails to meet the quarterly spending projections, the total amount of the award may be reduced by an amount not to exceed the difference between the quarterly spending projections and the actual spending rate for the period.

Unearned funds from one project period will not be carried over into any succeeding period but will be redistributed to the program contractors according to a formula developed by County. If the cost of the project exceeds the projected quarterly expenditures as per Attachment C: Budget the Contractor shall take action to reduce such excess cost in a manner mutually agreed upon by County and Contractor or contact ALTC to discuss contract amendments (specifically for pass through funding).

ALLOWABLE COSTS

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

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

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

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

Budget Table
Kitsap Tenant Support dba Kitsap Home Care
July 1, 2026- June 30, 2028

Program/Funding Source	Total	07/01/2026 thru 09/30/2026	10/01/2026 thru 12/31/2026	01/01/2027 thru 03/31/2027	04/01/2027 thru 06/30/2027	07/01/2027 thru 09/30/2027	10/01/2027 thru 12/31/2027	01/01/2028 thru 03/31/2028	04/01/2028 thru 06/30/2028
Caregiver Training (CGTR)	$140,000.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00	$17,500.00
State Family Caregiver (Respite)	$ 75,000.00	$ 9,375.00	$ 9,375.00	$ 9,375.00	$ 9,375.00	$ 9,375.00	$ 9,375.00	$ 9,375.00	$ 9,375.00
AWHI	$ 11,250.00	$ 1,406.00	$ 1,406.00	$ 1,406.00	$ 1,406.00	$ 1,406.00	$ 1,406.00	$ 1,407.00	$ 1,407.00
Total Project	$226,250.00	$28,281.00	$28,281.00	$28,281.00	$28,281.00	$28,281.00	$28,281.00	$28,282.00	$28,282.00

Funding Source	CFDA #	AMOUNT
State Funds	NA	

ATTACHMENT D: INTERLOCAL AGREEMENT STATE/FEDERAL

[DSHS Agreement #2569-64909 Effective July 1, 2025- June 30, 2026]. Any subcontract for the Kitsap County Area Agency on Aging is subject to the provisions of the applicable Interlocal Agreement between the Department of Social and Health Services and the Area Agency on Aging, unless otherwise provided for in the contract between the Kitsap County Area Agency on Aging and the Contractor. When referencing the applicable Interlocal Agreement in relation to the subcontract, the Kitsap County Area Agency on Aging replaces DSHS and contractor replaces AAA.

AAA General Terms And Conditions

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

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

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

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

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

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

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

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

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

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

AAA General Terms And Conditions

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

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

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

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

15. **AAA Provider Contracting Insurance Requirements**

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

a. General Liability Insurance

The AAA Provider Contractor shall maintain Commercial General Liability Insurance or Business Liability Insurance, no less comprehensive than coverage under- Insurance Service Offices, Inc. (ISO) form CG 00-01, including coverage for bodily injury, property damage, and contractual liability. The amount of coverage shall be no less than $2,000,000 per occurrence and $4,000,000 General Aggregate. The policy shall include liability arising out of the parties' performance under their Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The AAA, its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

b. In lieu of general liability insurance mentioned in Subsection a. above, if the AAA Provider Contractor is a sole proprietor with less than three (3) contracts, the AAA Provider Contractor may choose one of the following three (3) general liability policies, but only if attached to a professional liability policy. If selected the policy shall be maintained for the life of the contract.

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the AAA Provider Contractor wherever the service is performed with minimum limits of

$2,000,000 per occurrence; and $4,000,000 General Aggregate. The AAA, its elected and appointed officials, agents, and employees shall be named as additional insureds;

Or

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

Or

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

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

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

d. Workers' Compensation

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

e. Employees and Volunteers

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

f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

The AAA Provider Contractor shall, upon request by AAA, submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the AAA Provider Contractor under this Contract. The Certificate of Insurance shall identify the AAA as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

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

i. Material Changes

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

j. Waiver of Subrogation

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

k. Coverage Limits

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

l. Primary Coverage

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

m. Waiver

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

n. Liability Cap

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

o. Business Automobile Liability Insurance

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

p. Indemnification and Hold Harmless

(1) The AAA Provider Contractor shall be responsible for and shall indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the AAA contractor's performance or failure to perform this Contract, or b) the acts or omissions of the AAA contractor.

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

(3) The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

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

16. Insurance Required for AAA.

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

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

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

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

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

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

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

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

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

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

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

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

b. State of Washington statues and regulations;

c. ALTSA Management Bulletins and policy manuals;

d. This Agreement; and

e. The AAA's Area Plan.

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

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

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

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

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

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

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

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

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

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

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

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

27. **Subcontracting.**

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

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

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

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

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

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

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

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

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

28. Subrecipients.

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

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

(2) Maintain internal controls that provide reasonable assurance that the AAA is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

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

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

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget

(OMB) Circular or regulation; and

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

b. Single Audit Act Compliance. If the AAA is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.

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

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

30. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

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

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

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

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

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

(3) If the AAA's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the AAA. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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

32. **Termination for Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

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

36. **Definitions**

AAA General Terms And Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Individual Rights.

a. Accounting of Disclosures.

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

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business

Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

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

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

b. Access

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

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

c. Amendment.

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

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

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

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

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

43. Breach Notification.

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

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

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

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

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

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

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

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

44. Miscellaneous Provisions.

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

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

Special Terms and Conditions

1. Definitions.

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

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

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

d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with-Subpart E of 2 CFR part 200, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with 2 CFR part 200, 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 outcomes, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, 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, AAA contracted providers, third party contractor's, volunteers, or directors.

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

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

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

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

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

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

Entity to make decisions about individuals.

n. "Department of Social and Health Services" or "DSHS" 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 $5000 or more per unit.

p. "Fixed Price Award contract" means the portion of this contract where DSHS provides a unit rate payment for activities that were completed in accordance with the terms and conditions of this contract.

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

r. "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).

s. Long Term Services and Supports (LTSS) Presumptive Eligibility (PE) is a package of services allowing the state to waive certain Medicaid requirements and provides individuals an opportunity for expediated access to specific home and community-based services in their own home and Medicaid medical coverage, for a limited time, while full functional and financial eligibility are being determined.

t. "Older Americans Act" refers to 45 CFR Part 1321, and any subsequent amendments or replacement statutes thereto.

u. "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.

v. "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).

w. "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/.

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

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

z. "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

Special Terms and Conditions

Each AAA is required to staff on average a maximum of 76.1:1 clients to each clinical staff, in SFY26, beginning July 1, 2025. The CM/NS Unit Rate payment will be adjusted monthly if the contractually obligated caseload ratio of clients to clinical (Case Management/Nursing staff) exceeds 76.1:1.

Title XIX Medicaid, CFDA No. 93.778 and State-Funded Chore, Payment for Medicaid Case Management, Nursing Services, New Freedom Eligibility Determination/Consultation Services, and Core Services Contract Management is based on the number of cases authorized per month, multiplied by the AAAs approved rate per case month.

These services are delivered and reimbursed as a fixed rate award. Portions of payments may be recovered by DSHS if the terms and conditions are not fully met.

The average monthly projection of case management caseload over the course of this Agreement is **1,255**. The AAA will be paid for the number of actual cases authorized each month according to the payment schedule above.

If the AAA is referred and serves a WA Roads or GOSH case that is not otherwise counted in the caseload above, payment will be based on the same monthly rates as above. These cases will be considered in the clinical caseload ratio.

(1) **Case Management/Nursing Services Deliverables for Payment.**

Case Management/Nursing Services deliverables (including New Freedom):

(a) Maintain a clinical ratio averaged across the AAA of no more than 76.1:1.

i. Countable FTE portions will include clinical staff providing CMNS who are in paid status by the AAA and have worked at least one day during the service month. FTEs in full Paid Family Medical Leave (PFML) would not be eligible to be counted for this purpose.

ii. Vacant FTEs may be included in the staff ratio count for up to three (3) months during recruitment to fill an ongoing or new position.

iii. Listed FTEs may exceed 1.0 when the CM/RN staff person works overtime.

iv. New case transfers from HCS may be excluded from the caseload ratio calculation for the month of transfer and the next full month while the AAA adjusts to the higher caseload.

(b) Good standing in the annual Quality Assurance (QA) cycle with full remediation (as possible) of findings, Performance Improvement Plan (PIP) requirements met and required Supervisory Reviews meeting at least 86% proficiency.

(2) **Payment for Core Services Contract Management.**

Payment for **Core Services Contract Management** for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore contracted services will be based on successful completion of deliverables listed below and on a monthly rate of **$14.14** from DSHS Allocated Title XIX/Chore funding per month for each in-home agency personal care or in-home individual provider case authorized to the AAA each month based on the HCLA generated caseload report.

Special Terms and Conditions

Compliance with Chapter 6 and with the fiscal and program deliverables for Core Services Contract Management is an expectation. Each AAA will complete the CSCM compliance attestation in accordance with the SFY26 State/Fed Management Bulletin. The Core Services Contract Management unit rate will be adjusted or partially recovered if contract deliverables are not met. An adjustment may not be assessed if the AAA notifies HCLA and presents good faith reasons for being out of compliance and provides a corrective action plan, prior to discovery of non-compliance with core services contract management deliverables. The AAA CAP submission for the previous year CSCM non-compliance must include dates of compliance with CSCM contract deliverables and must be submitted in the first 14 days of March.

HCLA may request any of the documents listed under the deliverables section with expectation of receipt from the AAA within a five (5) business day turnaround. HCLA may ask for additional documents at any time via requesting the AAA monitoring tracker/calendar showing the date of the risk assessment, date the final letter/monitoring report was completed, type of monitor, and date of the finalized corrective action plan. In addition, HCLA may ask for the actual risk assessments, final letter/monitoring report and finalized corrective action plans for any provider the AAA is required to monitor.

(3) **Core Services Contract Management Deliverables for Payment.**

The fiscal and program deliverables for Core Services Contract Management for each calendar year are:

(a) Complete all contracted service providers risk assessments for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded contracted service providers.

(b) Complete response/processing on all contract applications within required timeframes. Contract applications (open procurement) completed/processed outside of the required timeframes must have documentation explaining the extended processing time.

(c) Complete all monitoring annually (final letter/monitoring report) for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore contracted service providers clients within the 90-day time frame noted in Chapter 6.

(d) Approve corrective action plans for contracted service providers (as needed) and complete follow up on correction action plans (as needed) for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore programs.

(e) The type of contracted service provider monitoring must match the assigned annual risk assessment level and score. AAAs may conduct a more comprehensive type of monitoring at their discretion.

(f) Previous calendar year Home care and Adult Day Services final monitoring reports will be submitted to Home and Community Living Administration during the first fourteen (14) calendar days in March.

(4) **Timely Payments.**

Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by DSHS of the properly completed invoices. Payment shall be sent to the address designated by the AAA on page one (1) of this Agreement. DSHS may, at its sole discretion, withhold payment claimed by the AAA for services rendered if AAA fails to satisfactorily comply with any term or

obligations that the Contractor is obligated to perform pursuant to this Agreement.

aa. "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.

bb. "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.

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

dd. "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/.

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

2. **Purpose.** The purpose of this agreement is to fund long-term services and supports through the AAA aging network. Funds may not be repurposed to support non-AAA focused services and supports.

3. **Statement of Work.** The AAA shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the attached **Exhibit A, Statement of Work**.

4. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **$5,931,937**, including any and all expenses and shall be based on the attached **Exhibit B, Budget**.

5. **Billing and Payment.**

a. **Billing.** The AAA shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt and acceptance of properly completed invoices which shall be submitted to DSHS by the AAA not more often than monthly.

Except for costs associated with Case Management, Nursing Services, and Core Services Contract Management, DSHS will pay to the AAA all allowable and allocable costs incurred as evidenced by proper invoice in accordance with the Home and Community Living Administration (HCLA) approved AAA Cost Allocation Plan, Budget (Exhibit B), and Section 3, Consideration, of this Agreement. The invoice shall describe and document to DSHS' satisfaction, the work performed, activities accomplished, progress of the project, and fees.

b. **Payment.** Payment for **Medicaid Case Management and Nursing Services**, including Medicaid State plan, Waiver, Roads to Community Living (RCL), and state-funded Chore clients will be based on a monthly rate of **$242.40** from DSHS Allocated Title XIX/Chore funding per month for each in-home agency personal care or in-home individual provider authorized case authorized by the AAA each month.

condition of this Agreement.

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 6 months after completion of the contract period. The AAA shall not bill DSHS for services performed under this Agreement, and DSHS shall not pay the AAA, if the AAA has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.

(5) **Long Term Services and Support (LTSS) Presumptive Eligibility (PE) (Aging and Long Term Care of Eastern Washington (ALTCEW) only).**

Payment for LTSS PE will be based on two rates:

(a) $300.00 for the month of completion of the LTSS PE screening/assessment, care plan, Recipient Access Codes (RACs) and authorization of services. If the work spans two (2) months, the payment is effective for the date of completion in the second month.and,

(b) $225.00 per month beginning after the month that LTSS PE screening was completed, for LTSS PE case management services shared with HCS until full eligibility is determined by Home and Community Services (HCS) and the AAA accepts sole responsibility of the ongoing case management.

(c) Monthly invoices will be based on Caseload Reports provided by ALTSA HCLA. If the AAA accepts the HCS transfer of a PE case at any point during a calendar month, the higher TXIX Unit Rate will be paid for that month instead of the PE rate.

(d) Staff time spent with PE clients may not be counted toward TXIX CM Caseload Ratio until the month of the HCS transfer the client as fully eligible.

(e) Community Living Connections (CLC) options counseling/prescreening is outside of this scope and rate. CLC staff time for prescreening may be eligible for Medicaid Administrative Claiming.

(6) **Local Matching Funds**: The AAA may spend qualifying local funds on TXIX in-home case management and use it to collect additional federal matching funds. The amount of Senior Citizens Services Act (SCSA) funding budgeted for TXIX in-home case management in the previous state fiscal year may be carried forward into this contract and inflated by the consumer price index (CPI) used in the caseload ratio adjustment factor as matching funds to draw down additional federal match. The CPI is 2.5% in SFY26. Any additional requests for SCSA or other local fund sources to be matched must be approved by HCLA and may require additional FTE to be purchased with these funds. A new clinical ratio or case handling ratio will be negotiated with HCLA to draw down additional matching funds per the local matching funds schedule. If additional SCSA is proposed as a local match source, the AAA will report any impacts of reallocating SCSA funding when making the request to HCLA.

Local Matching Funds schedule: The AAAA may increase the TXIX Requested Match as an add-on for the unit rate for each authorized in-home agency personal care case, in-home individual provider, no personal care, and New Freedom case accepted by the AAA each month per the schedule below. HCLA may waive the Ratio buydown requirement if it is not met.

If Clinical Ratio is 1:	Then State/Local	Fed Match

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

(7) **PACE.** Payment of **$379.62** per client per year for annual assessment services, including annual and significant change assessment/s as needed, for in-home client participants of the Program of All-Inclusive Care for the Elderly (PACE). Participating AAAs (Pierce County ALTC, ALTCEW, and Snohomish County LTCA Division only) can only receive reimbursement for assessment services once in a twelve-month period.

c. **Medicaid Alternative Care (MAC) and Tailored Support for Older Adults (TSOA) programs.**

These services are delivered and reimbursed as a fixed rate award. Portions of payments may be recovered by DSHS if the terms and conditions are not fully met. Monthly payment of $320 for each active MAC and TSOA dyad enrolled and $290 for each active TSOA individual enrolled per the caseload report provided by HCLA.

Payment for MAC and TSOA Program Support Activities (base rate) will be based on the AAA's cost reimbursement for program support activities as set out in Exhibit B, Budget. Program activities include, but are not limited to the following:

(1) Activities outside of typical case management functions, such as, but not limited to:

(2) Follow up and assistance with full Medicaid application

(3) Assisting potential Individual Providers (IPs) gain employment with CDWA

(4) Address ongoing staffing and training needs for sustaining the program.

(5) Participation in Barrier Busting Events

(6) Updating Outreach Plan/Provision of Outreach Events

(7) Update and submission of Warm Handoff Protocols (WHO)

(8) Networking activities with community partners and stakeholders

(9) Development and submission of annual report

(10) Gap analysis, recruitment, contracting and monitoring of providers for program service provision.

(11) Person centered client engagement for pre-enrollment.

(12) Program options counseling and screening through Community Living Connections (CLC) or Family Caregiver Support Program (FCSP)

(13) CLC work surrounding accessing services for pre and post enrollment client engagement.

In addition to program support activities cost reimbursement payments, Colville Confederated AAoA and Yakama Nation AAoA will receive a monthly payment of $320 for each active MAC and TSOA dyad enrolled and $290 for each active TSOA Individual enrolled per the caseload report provided by HCLA.

MAC and TSOA Deliverables.

(1) Updated Warm Handoff Protocols submitted to HCLA in accordance with due date outlined in MB.

(2) Annual Report submitted to HCLA in accordance with the due date outlined in MB.

(3) Quality Assurance requirements met inclusive of the completion of a Performance Improvement Plan (PIP) if needed.

(4) Proof of Network Adequacy efforts and contract monitoring inclusive of client samples of MAC and TSOA clients.

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

7. **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 no later than the amendment start date.

8. **Duty to Disclose Business Transactions.**

a. 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:

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

(2) 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.

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

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

10. **Grant Award Documents**. **Exhibit D, Grant Award Documents**, will be sent separately once received from the Administration of Community Living and incorporated herein with no contract amendment needed.

Special Terms and Conditions

Exhibit A, Statement of Work

The AAA shall provide the following services, as specified in the AAA's current area plan, either directly or through administrative oversight or AAA provider contractors. The AAA shall comply with all applicable state and federal statute and rules, including but not limited to the United States Code, the Code of Federal Regulations, the Revised Code of Washington, the Washington Administrative Code, Federal HCBS Waivers and Medicaid State Plan, and any and all DSHS/HCLA Home and Community Living Administration (HCLA) standards, guidelines, policy manuals, and management bulletins.
If a proposed change or combination of changes in any DSHS/HCLA standard, guideline, policy manual and/or management bulletin after the commencement of this agreement creates a new and material impact, to the extent possible and as quickly as possible DSHS will consult with the AAA or its professional association to identify potential impacts and when possible, identify how to mitigate impacts within available funding.

a. Core Services Contract Management. The AAA will manage AAA provider contractors with qualified providers of agency personal care and PERS services for Medicaid/Chore clients and Developmental Disabilities Community Services (DDCS) Medicaid clients. For HCLA clients only, contracts managed by the AAA also include State Plan and Waiver contracts under 1915(c), 1915(k) Community First Choice, and RCL/WA Roads used to support individuals moving to or maintaining community settings. These service types are listed in the Long-Term Care Manual by program. All contract management shall comply with the contract management requirements set forth in Chapter 6 of the Policies and Procedures for Area Agency on Aging Operations and Management Bulletins.

b. Adult Day Services Program Compliance. The AAA shall contract with qualified providers and conduct initial and ongoing program compliance reviews for Title XIX contracted Adult Day Care and Adult Day Health programs in accordance with all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC. The AAA shall conduct a comprehensive or focused review, based on risk assessment results, of each contracted center at least once every twelve months to ensure adequate performance and regulatory compliance with Adult Day Services WAC. These activities are included in the Core Service Contract Management unit rate.

c. Nursing Services. The AAA will provide directly or through contracts, access to licensed medical expertise for AAA Medicaid clients in accordance with Chapter 24 of Long-Term Care Manual, including the capacity to make home visits, conduct case manager, client and caregiver consultation, file reviews and to respond to emergency needs. Nursing Services will be in compliance with chapter 74.34 RCW, chapter 74.39 RCW, Chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC.

   Olympic, Southwest, Eastern, LMT and Central AAAs only: The AAA may provide contracted nursing services for HCLA clients and/or Developmental Disabilities Community Services (DDCS) clients in accordance with Chapter 24 of the Long-Term Care Manual. Contracted Nursing for DDA will also adhere to DDA Policy 9.13 Skin Observation Protocol.

   The AAA will provide administrative oversight and program development for Nursing Services for Medicaid clients in its Planning and Service Area (PSA). Such activities include monitoring performance and activities to implement DSHS policies, and preparation of reports as required by DSHS/HCLA or local requirements, AAA provider contractor development and monitoring, service planning and system development.

d. Case Management. The AAA shall provide Case Management for Community First Choice, Medicaid Personal Care, CFC/COPES Waiver, RCL, and Chore clients receiving services in their own homes as described in the Long-Term Care Manual, and in compliance with chapter 74.34 RCW, chapter 74.39 RCW, chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC, chapter 388-106

WAC, and chapter 246-335 WAC.

The AAA will plan to maintain no more than a maximum average ratio of Medicaid/Chore/WA Roads clients to Clinical (Case Manager/Nursing) FTE, as defined by DSHS/HCLA in the Special Terms & Conditions Billing and Payment Section (4.b), in its service area as a whole. The clinical caseload ratio may vary at sublevels within its service area based on the AAAs management decisions on caseload distribution or other factors. The amount of Senior Citizen Services Act and other local funds used as match for federal Medicaid funding may be negotiated.

The AAA will provide administrative oversight and program development for Case Management for Medicaid, WA Roads and Chore clients in its area. Such activities include monitoring performance, activities to implement DSHS policies, preparation of reports as required by DSHS/ HCLA or local requirements, AAA provider contract development and monitoring, service planning and system development.

e. Front Door (ADS/Seattle King County AAA only). Asian Counseling and Referral Service (ACRS) and Chinese Information and Service Center (CISC) are authorized to complete initial in-home assessments for identified ethnic populations with reimbursements not to exceed $1,015 each client. Per Budget (Exhibit B) line .49, funding is provided for these "front door" assessments completed by ACRS and CISC. The full appropriation for these front door activities must be passed on to ACRS and CISC via AAA provider contracts between the AAA and those Agencies.

   ADS/Seattle King County AAA is authorized to complete initial in-home assessments for individuals who identify as Muckleshoot tribal members. Funding is provided for up to 20 initial assessments with reimbursements not to exceed **$1,015** each client.

f. Laptop Replacement Schedule. The AAA shall establish a laptop replacement schedule to assure each assessor has an operational laptop that meets minimum specifications needed for the Comprehensive Assessment Reporting Evaluation (CARE) tool. The laptop replacement schedule must ensure that equipment is sufficient to operate the state's mandated

g. Community Living Connections/Information and Assistance Medicaid Administrative Claiming. The AAA may choose to claim Federal Financial Participation (FFP) for information and assistance activities related to assisting individuals to access Medicaid, as described in the *Community Living Connections* Program Standards or any successor program standards, including the required administrative oversight. Prior to claiming FFP, approval must be received from the Community Living Connections program manager per the requirements of MB *H23-072*.

h. Medicaid New Freedom (NF) (Pierce , ADS of Seattle/King County and ALTCEW AAAs only). The AAA will provide Eligibility Determination and Care Consultation Services (CCS) for AAA Medicaid participants who choose NF in accordance with Chapter 27 of the Long-Term Care Manual and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC.

   New Freedom staff and participants will be part of the required clinical ratio calculation, as defined by DSHS/HCLA in the Special Terms & Considerations Billing and Payment Section (4.b). New Freedom budget authorizations to the FMS will validate active client case management status for any month that client is active, and personal care is not authorized.

   The AAA will provide administrative oversight and program development for CCS for NF in its service area. Such activities include monitoring performance, activities to implement DSHS policies, and preparation of reports as required by DSHS/HCLA or local requirements.

including Information and Assistance, Case Coordination, Support Groups, Training/Consultation, Counseling, Respite Care and Supplemental Services to respond to the needs of family and other unpaid caregivers who provide care to adults (18 years and over) who have a functional disability. The exception to this rule would be Colville and Yakama Nation AAA who may be limited in funding to provide all the core FCSP services. The evidence-based, Tailored Caregiver Assessment and Referral system (TCARE®) is utilized and required to screen, assess, and consult with family caregivers to develop an individualized care plan to help provide the right services to meet the unmet needs at the right time. All TCARE® users must be licensed.

For Respite Services, both in-home and out-of-home respite care provider agencies shall be available (except where certain types of providers are unavailable) and provided on an hourly basis. Respite care workers shall be trained according to the DSHS/HCLA training requirements for the level of care provided (e.g., home care; adult day services, etc.). Respite care staff can be authorized to provide the supervision, companionship, personal care, and/or nursing care services usually provided by the primary caregiver of the adult care recipient. Services appropriate to the needs of individuals with dementia illnesses shall also be provided.

The AAA is responsible for staff inputting FCSP units of services, caregiver demographic data and TCARE® screens, assessments, and care plans into the GetCare reporting system.

a. Memory Care & Wellness Services (MCWS) (ADS of Seattle/King County AAAs only): MCWS is a supervised daytime program for individuals with dementia and their family caregivers. MCWS offers a blend of health, social and family caregiver supports – it is defined, and requirements are specified in the MCWS Standards of Care, (updated 2019).

   AAAs that offer MCWS will work collaboratively with DSHS/HCLA and providers in implementing strategies that ensure fidelity to MCWS requirements and promote sustainability of the program. Participating AAAs will ensure program requirements are incorporated into contracts with adult day services providers choosing to provide the MCWS.

b. MCWS Program Requirements: Program requirements include (1) MCWS Standards of Care (2019) and (2) the integral Exercise for Mobility, previously known as EnhanceMobility, exercise intervention [and any subsequent updates of both (1) and (2)]. Participating AAAs will also work with DSHS/HCLA to develop and implement strategies that promote fidelity to the MCWS Standards of Care to measure compliance with standards, including incorporation of the MCWS Monitoring Tool (updated 2019) into adult day services monitoring visits with MCWS providers. The AAA will also use the MCWS Readiness Tool for with any sites that are new contractors for the MCWS program to assess capacity and needed improvements prior to contracting. The MCWS Standards of Care and MCWS Monitoring Tool and materials, and MCWS Readiness Tool are available on the DSHS/HCLA Intranet site, in the TCARE Online Resources page. http://intra.altsa.dshs.wa.gov/tcare/memory.htm

c. MCWS Program Funds: Funds were targeted specifically for MCWS within the Family Caregiver Support Program to support an ongoing program for eligible family caregivers a minimum of two days per week. As this funding was intended to supplement existing FCSP allotments to MCWS, the target numbers to be served and the budget is built with the assumption that each month MCWS-specific funding will pay half and FCSP will pay half of the cost of MCWS each month.

d. MCWS Proposed Targets and Funding: Each AAA will submit to DSHS/HCLA proposed target numbers for the remainder of FY 2025 (caregiver/care receiver dyads) for MCWS by January 31, 2025, along with the semi-annual report detailed in the final paragraph of this MCWS section. This proposal will reflect the total number of dyads to be served with the combined MCWS-specific and

FCSP funding and take into account what has been learned over the last year about average days of utilization per month/year per caregiver, and anticipated program income/participation.

4. **Kinship Caregivers Support Program (KCSP),** The AAA shall operate a Kinship Caregivers Support Program (KCSP), as authorized by the 2004 State Legislature, to provide financial support to grandparents and relatives who are the primary caregivers to children ages 18 and under who do not have an open case through the Department of Children, Youth and Families. The KCSP funds are available up to two times per year (the intervention cannot last more than three months, exception to policy for a fourth month is permitted). Funding is provided for items and services (see MB H22-067 and LTC Chapter 17b) Policies for the Kinship Caregivers Support Program) to benefit of the children living with eligible relatives. The AAA is responsible for handling and approving the KCSP Exception to Policy (ETP) situations.

   AAAs are responsible to ensure that when purchasing goods/services or one-time set-up fees/deposits on behalf of an eligible kinship caregiver, documentation within the client file must include: client's name, confirmation that the purchase is consistent with needs identified by caregiver, item/service is consistent with program requirements, a description of the goods and services including purchase price, and proof that the goods were purchased, goods or services received and the costs verified. Caregivers must sign an agreement acknowledging that funding may only be used for authorized items/services and their related responsibilities. Those kinship caregivers experiencing the most urgent/emergency needs have the highest priority. Program administration is limited to ten percent (10%) of the KCSP allocation. Another fifteen percent (15%) of the AAA's KCSP allocation may be spent on service delivery costs associated with activities such as outreach, screening, authorizing services, etc. The AAA is responsible for having staff utilize the CLC GetCare data reporting system to input clients, their demographics and service utilization. Annually, each October, the AAA is responsible for submitting a minimum of two case examples along with a list of unmet needs to the DSHS/HCLA Kinship Program Manager.

5. **Kinship Navigator Program (KNP),** Kinship Navigator services were initially authorized by the 2005 State Legislature and as of 2023 is available in all AAAs. Kinship Navigators provide information and assistance functions, along with supportive listening to grandparents and other relatives of all ages who are raising relatives' children or planning to do so. They educate and connect grandparents and relatives (kinship caregivers over the age of 18) to community resources, such as health, financial, legal assistance, support groups, training, and urgently needed goods and services and explain how to apply for federal and state benefits. The Navigators provide follow-up with kinship caregivers as needed and develop collaborative working relationships with agencies and groups working with kinship caregivers. Navigators help educate the community, including services providers and organizations about the needs of kinship care families and available resources and services to them. Hard to reach kinship care families (geographically isolated and ethnic communities) should receive special outreach attention. Kinship navigators pro-actively mediate with state agency staff and/or service providers to make sure individual caregivers receive services they are eligible to receive. Support will be given to kinship caregivers to establish or maintain greater resiliency and long-term stability needed to keep children out of the foster care system and to better care for themselves. (Support may also be provided to kinship families involved with the formal child welfare system to help sustain child placement with relative caregivers.) Ten percent of the AAA KNP allocation is limited to general administration. Modest food costs are permitted only in conjunction with the provision of information and resource meetings, trainings, or conferences. The AAA is responsible for having staff utilize the CLC/Get Care reporting system to input their client data, and service utilization. Policy for KNP is in the LTC Manual Chapter 17c.

   Tribal Kinship Navigator Program (TKN) was funded through state legislature in 2017. Eight tribes originally applied and were selected to participate. Currently, seven tribes are running TKN program.

They include Yakama, Colville, Port Gamble S'Klallam, Quileute, Lummi, Samish, and Makah. Policy for TKN is in the LTC Manual Chapter 17c.

Kinship Navigator EBP Pilot (LMT, Pierce, SE ALTC).

In 2018, HCLA partnered with DCYF and UW to conduct a federally funded research project evaluating a case management model of service delivery by Kinship Navigators to kinship families. As part of the research project, HCLA partnered with three AAA's PSA 5, 6 & 9 to test a kinship navigator case management service delivery option for kinship caregivers. Washington State is approaching its eighth year of researching this case management model of the KNP funded by a grant from the Family First Prevention Services Act (FFPSA).

It takes more time for the Navigators to deliver this case management model, thus requiring additional funds to provide these services. HCLA will amend additional pass-through funds into the pilot AAAs' OAA CY25 contracts while we work out reimbursement.

The case management model includes an intake with a needs assessment, goal setting, referrals, and support. Follow-ups are conducted three and six months after the intake with additional goal support as needed. These case management services must be provided to clients before future reimbursement occurs. Reimbursement is only possible during an open case management cycle including non-federal dollars spent on families and time spent on support. The Title IV-E Prevention Clearinghouse prioritizes programs or services that are in active use.

The pilot sites will provide the AAA monthly reports on open case management client participation, time spent with clients, and nonfederal dollars used for goods and services on their behalf. This information will also be submitted into the GetCare database system and planned to be used to draw down new federal funds.

6. **Senior Drug Education Program.** In accordance with RCW 74.09.660, the AAAs shall provide services to inform and train persons sixty-five (65) years of age and older in the safe and appropriate use of prescription and non-prescription medications.

   The AAA will be responsible for compiling and submitting data on a monthly or quarterly basis. Options for submitting program data include:

   a. E-mailing the ALTSA HCLA Senior Drug Education Program Template to the Community Living Connections Program Manager; or

   b. Direct entry of data (service recording) into the CLC Get-Care reporting systems. (Senior Drug Education events can be entered into the Event Manager Tool in CLC GetCare at the discretion of the AAA.)

   Funds appropriated for the Senior Drug Education Program must adhere to the amounts set forth in the Budget, Exhibit B, and in the AAA's approved Senior Drug Education Program.

7. **Senior Farmers Market Nutrition Program (SFMNP),** The AAA shall operate a Senior Farmers Market Nutrition Program as authorized by the Legislature and USDA in accordance with 7 CFR 249, chapter 246-780 WAC Farmers Market Nutrition Program and DSHS/HCLA program instructions.

8. **Agency Worker Health Insurance (AWHI) for Non-Medicaid Services,** For services provided by contracted home care agencies (HCAs) for Family Caregiver Support Program (FCSP) Respite and Non-core personal care/chore programs, Area Agencies on Aging (AAAs) will pay HCAs for each service hour provided under these programs for AWHI at the calculated parity equivalent amount

determined by the Rate Setting Board for individual providers. AAAs will bill DSHS/HCLA for the same per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration.

9. **Caregiver Training Tuition for Non-Medicaid Services,** For services provided by contracted home care agencies (HCAs) for Family Caregiver Support Program (FCSP) Respite and non-Core personal care/chore programs, Area Agencies on Aging (AAAs) will pay HCAs for each hour provided under these programs for training tuition at the calculated parity equivalent amount determined by DSHS as documented for the Rate Setting Board for individual providers. AAAs will bill DSHS/HCLA for the training tuition per instructions received through Management Bulletin(s). This pass-through funding will not be reflected in the contract budget or impact the maximum consideration

10. **Volunteer Services (Northwest Regional Council AAA only),** Services shall be provided in accordance with all applicable regulations in WAC 388-106-0660 through 0675.

11. **Home Delivered Meal (HDM) Expansion,** The AAA will continue to serve expanding HDM services to new or underserved populations or areas within their Planning Service Area (PSA) for SB5736 (Session Law 2017). The AAA will enter all HDM service data in CLC GetCare for reporting purposes. This funding should be considered pass through to providers.

12. **Senior Nutrition Services,** Senior Nutrition Services is ongoing State General Funds that may be used in any Senior Nutrition program area (Congregate Nutrition, Home Delivered Meals, Nutrition Education, or Senior Farmers Market Nutrition Program). Funds may be used for outreach for senior nutrition services or innovative grocery or emergency meal programs. These funds may also be used to match federal sources such as OAA.

13. **Program of All-Inclusive Care for the Elderly (PACE) (Pierce County Aging & Disability Services, Aging and Long-Term Care of Eastern Washington, and Snohomish County Aging and Disability Services Area Agencies on Aging (AAAs) only),** The AAA will provide assessment services for PACE to determine either eligibility or ongoing eligibility for participants choosing PACE in accordance with Chapter 22 of the Long-Term Care Manual.

    PACE staff will not be part of the TXIX clinical ratio and will track time completing assessment services for PACE separately from other work duties. The PACE is an innovative program providing frail individuals aged 55 and older comprehensive medical and social services coordinated and provided by an interdisciplinary team of professionals in a community-based center and in their homes, helping program participants delay or avoid long-term nursing home care. Case management services for PACE are provided by the PACE provider.

14. **Care Transitions,** The Area Agency on Aging (AAA) shall provide staffing to support transitions of care from acute care hospitals and community-based setting, and report data in biannual reports to the HCLA Program Manager and in the GetCare reporting system.

15. **Medicaid Alternative Care and Tailored Supports for Older Adults**

    a. The AAAs shall provide MAC and TSOA services in accordance with Chapter 30 of the Long-Term Care Manual, CMS Special Terms and Conditions for the Project in accordance with all applicable regulations in WAC including 388-106-1900 to 1990 and chapter 182-513 WAC.

    b. Required Systems. The AAA will utilize the following systems in the administration and delivery of MAC and TSOA:

        (1) GetCare is the system of record and must be used to authorize services. GetCare will generate

care plans for Step 1 and Step 2 caregiver services. The GetCare system must be used to screen, assess and care plan for care receivers who have not identified a caregiver to support.

(2) Tailored Caregiver Assessment and Referral system (TCARE®), is utilized and required to screen, assess and consult with family caregivers to develop an individualized care plan to help provide the right services to meet the unmet needs at the right time.

(3) ProviderOne is the payment system for services.

(4) Agency Contracts Database (ACD) must be used to create or register service provider contracts.

(5) Barcode will store documents and financial eligibility status and will be accessed to communicate with HCS financial workers and generate some client notices.

c. **Contract Management.** The AAA will manage AAA contracted providers with qualified providers of MAC and TSOA services based on the service types listed in WAC 388-106-1915 and CMS Special Terms and Conditions. AAAs must have an open application process to accept new applications from potential Medicaid providers. Some provider types may not be available or feasible in all service areas and the AAA will periodically analyze network adequacy and target additional provider recruitment efforts based on client need.

The AAA will manage contracts in compliance with chapter 74.39 RCW, chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC, chapter 388-106 WAC, and chapter 246-335 WAC. All contract management shall comply with Chapter 6 of the Policies and Procedures for Area Agency on Aging Operations. All contracts used in these programs must be registered in ACD and include applicable demonstration language.

d. Presumptive Eligibility. The AAA will use preliminary information provided through screening to determine if a care receiver meets the functional eligibility criteria as defined in WAC 388-106-0355 and financial eligibility requirements defined in WAC 182-513-1615 or 182-513-1620 in order to receive services while the formal eligibility determination by HCS is being completed.

(1) **Qualified Entity.** AAAs are an entity designated in the Demonstration as qualified to determine Presumptive Eligibility (PE) for MAC and TSOA. The AAA must agree through this Agreement to participate as a qualified entity and assures that PE determinations will be made only with qualified staff and in accordance with DSHS policies and procedures. AAAs may delegate this function through AAA contract provider provided the AAA contracted provider entity assures the use of qualified staff and adherence to DSHS policies and procedures.

(2) **Qualified Staff.** Presumptive eligibility shall be determined by staff of qualified entities who have met at least the following qualifications:

(a) A college degree and at least two years of social service experience or an equivalent level of education plus relevant experience.

(b) Completion of DSHS PE training curriculum prior to determining PE; and

(c) The state will provide the initial training curriculum and the PE determination form in Get Care. Any subsequent content changes will be provided to the AAA.

(3) **Quality Assurance and Monitoring.** The state will monitor AAAs for adherence to policies applicable to presumptive eligibility determinations through contract monitoring and quality

assurance reviews.

As part of the state's Quality Improvement Strategy, a sample of PE determinations will be reviewed yearly to determine that PE was established appropriately. The state must report to CMS all participants who were found presumptively eligible initially, then later determined not eligible.

e. **Waitlist.** The AAA agrees to implement the statewide waitlist policy if the state determines it is needed per WAC 388-106-1975. In the event the state implements a waitlist, the authority for presumptive eligibility terminates and the state may reduce the benefit caps for new enrollees.

f. **Reporting.**

The AAA will update and submit their Warm Handoff Protocol (WHO) to ALTSA HCLA by February 1, 2026. Associated costs can be billed to Program Support Activities.

The AAA will submit an annual report to ALTSA HCLA by October 31, 2026, including:

(1) Accomplishments, one or more case studies for each program, and any policy or administrative difficulties in the operation of the Demonstration.

(2) Consumer Issues. The AAA must track and summarize by types of complaints or problems consumers identified about the program or grievances. Tracking report will include trends discovered, resolution, and any actions taken to prevent other occurrences.

(3) CMS or Evaluation may require additional reporting elements if they cannot be derived through administrative data.

16. Long Term Services and Supports (LTSS) Presumptive Eligibility (PE).

Long Term Services and Supports (LTSS) Presumptive Eligibility (PE). AAA staff will be required to provide clients with the option to apply to LTSS PE, and to support eligible clients through LTSS PE process pursuant to Chapter 30e of the HCLA Long-Term Care Manual. Duties include, but are not limited to:

a. Conduct LTSS PE screening/assessment.

b. Determine eligibility.

c. Complete LTSS PE Care Plan.

d. Complete LTSS PE Recipient Access Codes (RACs) and authorizations for services.

e. Provide LTSS PE case management services until full eligibility determination is completed by Home and Community Services (HCS).

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.
Date:	Date when form was completed.

Special Terms and Conditions

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.

FUND MATCH CERTIFICATION DSHS 06-155 (REV. 02/2015)

ATTACHMENT E: DATA SHARE AND SECURITY REQUIREMENTS

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

AAA General Terms and Conditions

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

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

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

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

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

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

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

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

7. **E-Signature and Records.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. State of Washington statues and regulations;

c. ALTSA Management Bulletins and policy manuals;

d. This Agreement; and

e. The AAA's Area Plan.

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

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

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

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

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

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

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

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

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

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

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

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

25. **Subcontracting.**

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

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

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

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

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

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

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

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

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

26. Subrecipients.

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

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

(3) Maintain internal controls that provide reasonable assurance that the AAA is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

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

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

(6) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments

to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

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

b. Single Audit Act Compliance. If the AAA is a subrecipient and expends $750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.

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

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

28. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

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

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

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

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

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

(3) If the AAA's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the AAA. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

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

30. **Termination for Default.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

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

33. **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. Individual Rights.

a. Accounting of Disclosures.

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

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

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

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

b. Access

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

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

c. Amendment.

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

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

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

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

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

40. **Breach Notification.**

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

required by state or federal law.

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

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

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

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

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

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

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

41. **Miscellaneous Provisions.**

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

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

Special Terms and Conditions

1. **Definitions.**

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

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

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

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

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

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

g. "Authorizer" A representative appointed by the AAA to assure users AAA level and HCLA level access requests are processed using the Systems Access Request (SAR) Form 17-228. Authorizers assure users meet attestation, training and other system access requirements. They assure paperwork is processed in accordance with MB's, instructions, and data share agreement requirements. Authorizers manage AAA level access requirement locally establishing profiles and user level permissions. Authorizers are the first point of contact when issues occur for users and route issues to local IT or escalate to HCLA as needed. AAA Authorizers are responsible for keeping track of their pool of employee IDs, for applicable systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

hh. "Personally Identifiable Information (PII)" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

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

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

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

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

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

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

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

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

qq. "Subcontract" means any separate agreement or contract between the AAA and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) System Access

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

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

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

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

(c) DSHS Internal Forms Picker Site

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

(2) Method of Access

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Confidentiality of Client Data

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

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

b. Use of Client Data

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

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

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

c. Disclosure of Information

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

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

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

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

6. **Security of Data**

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

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

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

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

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

(3) Chapter 74.04 RCW General Provisions – Administration;

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

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

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

Special Terms and Conditions

Exhibit A – Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

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

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

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

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

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

   f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

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

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

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

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

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

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

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

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

o. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

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

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

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

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

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

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

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

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

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

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

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

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

      (1) Upon suspected compromise of the user credentials.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Be a minimum of six alphanumeric characters.

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

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

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

5. Protection of Data. The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. Hard disk drives. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. Network server disks. For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above

paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area.

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

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

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

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

iii. Taking frequent inventories.

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

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

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Terms and Conditions

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

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

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

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

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

7. **Data Segregation.**

   a. DSHS Data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation.

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

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

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

      (4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

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

   b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

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

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk

Special Terms and Conditions

Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit B

AAA DSHS / HCA Systems Access Request

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

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

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

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

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

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

SYSTEMS ACCESS REQUESTED THROUGH ALTSA

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

SYSTEMS ACCESS REQUEST SET UP AT AAA LEVEL

☐ CARE Web Production + Practice	☐ ADSA Reporting	☐ QA Monitor
☐ Barcode Select one.	☐ CLC / GetCare	☐ BCS – Background Check
☐ ProviderOne View Only**	☐ ACD – Select one.	

AAA / Subcontractor User Information

LAST NAME	FIRST NAME	MIDDLE INITIAL

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

TITLE	PRIOR NAME (CHANGE NAME REQUEST
AAA / SUBCONTRACTOR OFFICE	ACCESS JUSTIFICATION

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

Protected Data Access Authorization

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

Authorizing Signature

AAA AUTHORIZER'S SIGNATURE	DATE	PRINTED NAME	EMAIL ADDRESS

Exhibit B

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

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

Confidential Information

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

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

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

Regulatory Requirements and Penalties

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

AAA User Assurance of Confidentiality

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

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

Signature

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

Exhibit B

AAA Systems Access Request Instructions

Please submit requests individually.

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

Request Type

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

Requesting Organization and Mailing Address

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

System Access Requested Sections

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

AAA User Information

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

Access Justification

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

Authorizing Signature

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

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

Non-Disclosure of Confidential Information

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

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

Exhibit B

AAA Systems Access Request
Frequently Asked Questions (FAQ)

Why was my form rejected?

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

ATTACHMENT F: CONTRACTOR AGREEMENT ON NONDISCLOSURE OF CONFIDENTIAL INFORMATION

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

DSHS

Agreement on Nondisclosure of Confidential Information – Non Employee

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

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

Agreement on Nondisclosure of Confidential Information – Non Employee
DSHS 03-374B (Rev. 10/2024)

Page 1 of 2

Regulatory Requirements and Penalties (continued)

f. Will not share DSHS system passwords with anyone or allow others to use the DSHS systems logged in as me.

g. Will not distribute, transfer, or otherwise share any DSHS software with anyone.

h. Understand the penalties and sanctions associated with unauthorized access or disclosure of Confidential Information.

i. Understand that it is my responsibility to report any and all suspected unauthorized access, loss, disclosure, or theft of confidential information, and that I am to forward any requests for access to such information to my supervisor or DSHS contact.

j. Understand that my assurance of confidentiality and these requirements do not cease at the time I terminate my relationship with my employer or DSHS.

Regulatory Requirements and Penalties

This form will be read and signed by each non-DSHS employee who has access to Confidential Information, and updated at least annually. Provide the non-DSHS employee signor with a copy of this Agreement and retain the original of each signed form on file for a minimum of six years.

Signature

First, Type Name	Non-DSHS Employee Signature	Date
Michael E Carson		06/12/2024

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

Primary Covered Transactions 45 CFR 76

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

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

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

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

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

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

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

CONTRACTOR

Signature: _____

Print Name: Michael F. Losso

Title: CEO / Adm

Date: 06/06/2026

ATTACHMENT H: CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Kitsap Tenant Support DBA Kitsap Home Care

Contractor Organization

Signature of Certifying Official

06/06/2025

Date

Michael F. Cosser

Print Name

ATTACHMENT I: ASSURANCE OF COMPLIANCE REHABILITATION ACT

HOME AND COMMUNITY LIVING ADMINISTRATION
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The undersigned (hereinafter called the 'recipient') HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, PL 93-112, as amended (29 U.S.C. 794), all requirements imposed by the applicable Department of Health and Human Services (HHS) regulation (45 CFR Part 84), including (PL 101-336) Americans With Disabilities Act, (28 CFR Part 35) Nondiscrimination on the Basis of Disability in State and Local Government Services, and all guidelines and interpretations issued pursuant thereto.

Pursuant to § 84.5(a) of the regulation 45 CFR 84.5(a), the recipient gives this Assurance in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other Federal financial assistance extended by the Department of Health, Education, and Welfare after the date of this Assurance, including payments or other assistance made after such date on applications for Federal financial assistance that were approved before such date. The recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

This Assurance obligates the recipient for the period during which Federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in § 84.5(b) of the regulation 45 CFR 84.5(b).

The recipient: (Check "a" or "b')
a. ___ employs fewer than fifteen persons;
b. X employs fifteen or more persons and, pursuant to § 84.7(a) of the regulation 45 CFR 84.7(a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulation:

Michael E Closser
Name of Designee(s) -- Type or Print

Michael E Closser
Name of Recipient - Type or Print

P.O. Box 5209, Bremerton, WA 98312
Street Address or P O. Box, City, State, Zip

I certify that the above information is complete and correct to the best of my knowledge.

Michael E Closser CFO Admin
Signature and Title of Authorized Official

ATTACHMENT J: ASSURANCE OF COMPLIANCE CIVIL RIGHTS ACTS

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Kitsap Tenant Support DBA Kitsap Home Care hereinafter called the "Applicant"
(Name of Applicant)
HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this CONTRACT.
If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Signature _____ Date 06/05/2026

By _____
(President, Chairman of Board, or comparable authorized official)

P.O. BOX 5209, Bremerton, WA 98312
(Applicant's mailing address)

ATTACHMENT K: ASSURANCE OF COMPLIANCE OMNIBUS BUDGET RECONCILIATION

HOME AND COMMUNITY LIVING ADMINISTRATION
ASSURANCE OF COMPLIANCE WITH OMNIBUS BUDGET RECONCILIATION (OBRA) ACT OF 1990 - ADVANCE DIRECTIVES, AS AMENDED

The undersigned (hereafter called the "Applicant') hereby agrees that it will comply with the OBRA of 1990 (Public Law 101-508) as amended and all requirements imposed by the applicable Department of Heath and Human Services (HHS) regulation (42 USC Section 1396a), and all guidelines and interpretations issued pursuant thereto. This act requires all service providers, participating in Medicaid, maintain written policies and procedures concerning "Advance Directives." (WAC 388-501-0125 gives further details.)

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant.

Dated 06/06/2026

Kitsap Tenant Support DBA Kitsap Home Care
(Agency Name)

By _____
(President, Chairman of Board, or comparable authorized official)

P.O. Box 5209 Bremerton, WA 98312
(Applicant's mailing address)

Division of Aging & Long Term Care

SIGNATURE AUTHORIZATION FORM

This signature Authorization Form shall be retained on file by Kitsap County Division of Aging & Long Term Care and shall remain in effect until a new one is submitted by the Subcontractor.

SUBCONTRACTOR NAME AND ADDRESS KHSS Inc. DBA Kitsap Home Care Services

CONTRACT NUMBER
PROJECT NAME PO. Box 5209 Bremerton, WA 98312

I. **CONTRACTS & AMENDMENTS**

This is to certify that the following named persons are authorized to enter into contract and/or contract amendments on behalf of the Subcontractor and their specimen signatures are genuine.

TYPED NAME & TITLE	SIGNATURE
1. Michael E Closser CEO/Admin	1.
2.	2.
3.	3.

II. **VOUCHERS**

This is to certify that the following named persons are authorized to sign and submit reimbursement vouchers on behalf of the Subcontractor and their specimen signatures are genuine.

TYPED NAME & TITLE	SIGNATURE
1. Janell Frey, CFO	1.
2.	2.
3.	3.

EFFECTIVE DATE OF AUTHORIZATION

06 / 01 / 2026
month / day / year

AUTHORIZED BY:

Signature

CFO / Admin
Typed name and title

ATTACHMENT M: KITSAP COUNTY AUDIT FORM

Department of Human Services

Doug Washburn
Director

KITSAP COUNTY
DEPARTMENT OF HUMAN SERVICES

Sonya Miles
Deputy Director
Phone: 360.337.4838

Aedia Anderson - Evans
Office Supervisor
Phone: 360.337.4750 x 3400

Developmental Disabilities
Heidi Bellefleur, Coordinator
Phone: 360.337.4824

Behavioral Health
Jolene Kron, Executive Director
Phone: 360.337.4832

Mental Health/Chemical Dependency/Therapeutic Court
Hannah Shockley, Coordinator
Phone: 360.337.4837

1/10th Affordable Housing
Joel Warren, Coordinator
Email: jwarren@kitsap.gov

Pretrial Services
William Basler, Program Specialist
Phone: 360.337.4467

Substance Abuse Prevention/ Treatment and Youth Services
Laura Hyde, Coordinator
Phone: 360.337.4579
Substance Abuse Prevention
Deanne Jackson, Prevention Coalition Coordinator
Phone: 360.337.4573

Aging & Long Term Care
Serving Information & Assistance
Givens Community Center
1026 Sidney Avenue, Suite 100
614 Division Street, MS-4
Port Orchard, WA 98366
Phone: 360.337.5700
1.800.585.6413
Fax: 360.337.4860
Stanley Smith, Administrator

Community Development Block Grant
North Okata Government Center
345 8th Street, Suite 400
Bremerton, WA 98337
Fax: 360.337.4809
Bonnie Tuffs, Coordinator
Phone: 360.337.4806

Housing and Homelessness
Carl Borg, Program Manager
Phone: 360.979.6027

Kitsap Recovery Center
Outpatient Services
1026 Sidney Road
Port Orchard, WA 98366
Inpatient and Detox Services
881 Taylor Street
Port Orchard, WA 98366
Fax: 360.824.6027
Marsha Ward, Clinical Manager
Phone: 360.337.5840

Workforce Development
3129 NW Randall Way
Silverdale, WA 98383
William Dowling, Director
Phone: 360.698.3529

Veterans Assistance
Steve Cordoran, Coordinator
Phone: 360.337.4831

Verification of Federal Funds

This form must accompany the agency independent audit when submitted to Kitsap County.

Agency: Kitsap Tenant Support Serv. Inc. Director: Michael Closser

Address: Kitsap Home Care Services. P.O. BOX 5209, Bremerton, WA. 98312.

Phone Number: 360 373-4173 Email: mclosser@kitssinc.com

☐ I did not perform a *2 CFR 200.331 single or program specific audit because Agency received less than $1,000,000 in Federal Funds for the fiscal year ending _____

☒ I performed a *2 CFR 200.331 single or program specific audit because Agency received $1,000,000 or more in Federal Funds for the fiscal year ending _____

Michael E Closser
Print Name

Signature

Agency Conducting Audit

Date

*Subpart F of 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as per 2 CFR 200.501. A non-Federal entity that expends $1,000,000 or more in Federal awards during the entity's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Audit Requirements. 2 CFR 200.514. Audit Form, updated 7/23/2025

[illegible] Avenue • 614 Division Street, MS-23 • Port Orchard, Washington [illegible]
Main Line 360.337.5700 • FAX 360.337.5771
Phone Details 360.337.4147 • Relaxbridge stand 360.542.[illegible]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark W Maberry
Kuresman Insurance 9307 Bay Shore Dr NW Ste 101 Silverdale WA 98383-8350	PHONE (A/C, No, Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6187 E-MAIL ADDRESS: markm@kuresmanins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PHILADELPHIA INDEMNITY INS CO	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Kitsap Tenant Support Services Inc, Po Box 5209, Bremerton WA 98312

COVERAGES **CERTIFICATE NUMBER:** CL2632415183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC X OTHER: RETRO DATE 03/30/2002	X	Y	PHPK2655824-006	3/30/2026	3/30/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIABILITY	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED COMP X HIRED COLLISION			PHPK2655824-006	3/30/2026	3/30/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DEDUCTIBLE	$ 1,000,000 $ $ $ $ 1,000
A	X UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB X CLAIMS-MADE ☐ DED X RETENTION $ 10,000			PHUB900751-006	3/30/2026	3/30/2027	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHPK2655824-006	3/30/2026	3/30/2027	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured for general liability per PI-GLD-HS by written agreement.

Insurance is primary and non contributory for general liability per PI-GL-005 by written agreement with a waiver of subrogation per CG2404 by written agreement.

Blanket additional insured for commercial auto per PI-CA-003 by written agreement.

CERTIFICATE HOLDER

AGING AND LONG TERM CARE
614 DIVISION ST MS-5
PORT ORCHARD, WA 98366

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Maberry/MWM

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Additional Named Insureds

Other Named Insureds

KITSAP HOME CARE SERVICES	Doing Business As
OLYMPIC PENINSULA SUPPORTIVE LIVING	Doing Business As

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;

2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;

4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or

5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.

B. The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

C. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

D. There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.

E. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

F. The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

G. A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 03/30/2020

Name of Person or Organization (Additional Insured):

AS REQUIRED BY WRITTEN CONTRACT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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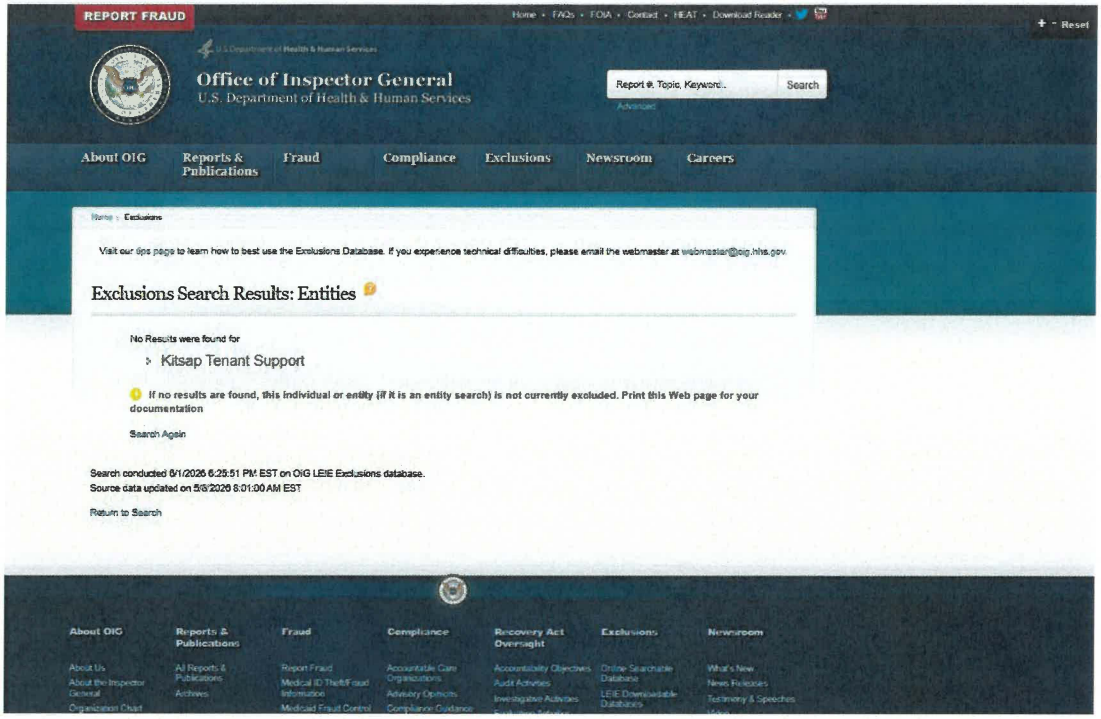
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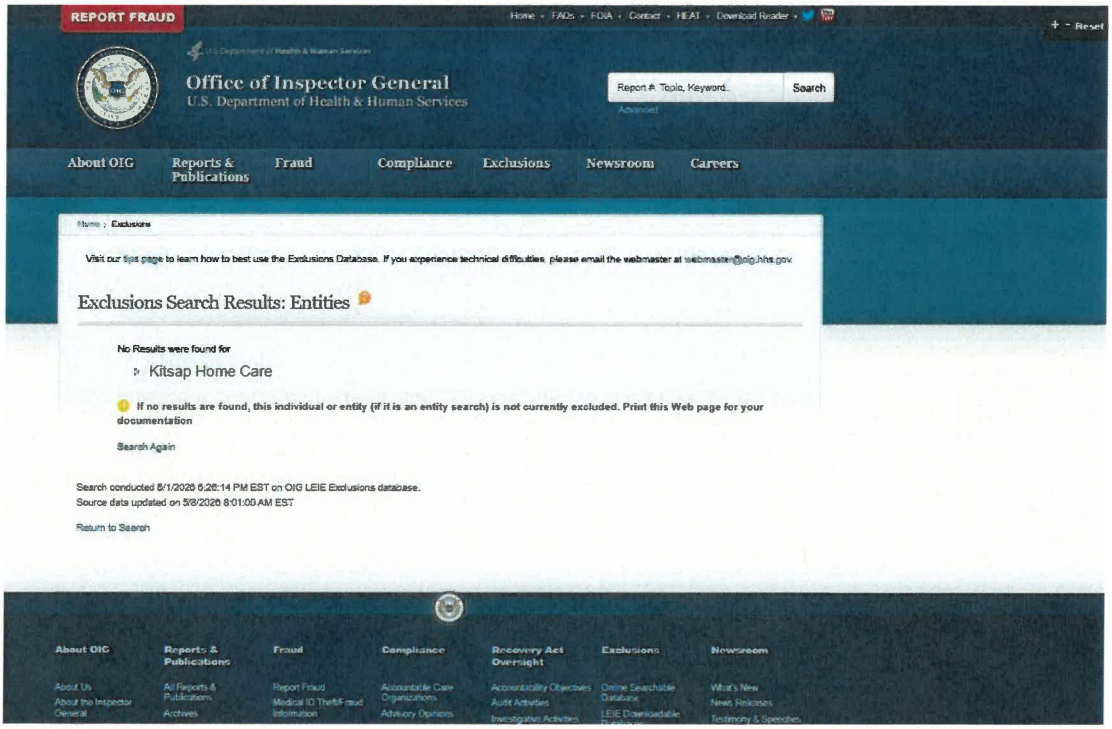
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