

 DSHS <small>WASHINGTON STATE Department of Social and Health Services</small>	AAA AGREEMENT WCF Implementation	DSHS CONTRACT #: 2669-71077
This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.		Program Contract Number Contractor Contract Number KC-365-26
CONTRACTOR NAME Kitsap County		CONTRACTOR DBA Kitsap County AAA
CONTRACTOR ADDRESS 614 Division St MS23 Pt. Orchard, WA 98366-4676		CONTRACTOR DSHS INDEX NUMBER 1076
CONTRACTOR CONTACT TELEPHONE (360) 337-5624	CONTRACTOR FAX (360) 337-5747	CONTRACTOR E-MAIL ADDRESS sasmith@kitsap.gov
DSHS ADMINISTRATION Aging & Long Term Support Admin	DSHS DIVISION Assistant Secretarys Office - ALTSA	DSHS CONTRACT CODE 1028LS-69
DSHS CONTACT NAME AND TITLE Ali Lafontaine Program Manager		DSHS CONTACT ADDRESS Blake East 4500 10th Ave SE Lacey, WA 98503
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS ali.lafontaine@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		ASSISTANCE LISTING NUMBERS
CONTRACT START DATE 07/01/2026	CONTRACT END DATE 06/30/2027	MAXIMUM CONTRACT AMOUNT \$708,381.00
ATTACHMENTS. The following Exhibits are attached to and incorporated into this Interlocal Agreement by reference: ☒ Exhibits (specify): No Data Security Exhibit Exhibit A, Statement of Work; Exhibit B, Funding Model; Exhibit C, State BARS form; Exhibit D, WCF AAA Provider Targets-SYF27; Exhibit E, AAA Provider Capacity Smartsheet Dashboard.		
The terms and conditions of this Agreement are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Agreement. The parties signing below represent that they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE 	PRINTED NAME AND TITLE Oran Root, chair	DATE SIGNED 10/26/26
DSHS SIGNATURE 	PRINTED NAME AND TITLE Tammy Layton, Contract Manager	DATE SIGNED 10/28/2026

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1. **Amendment.** This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Assignment.** Except as otherwise provided herein, the AAA shall not assign rights or obligations derived from this Agreement to a third party without the prior, written consent of the DSHS Contracts Administrator and the written assumption of the AAA's obligations by the third party.
3. **Client Abuse.** The AAA shall report all instances of suspected client abuse to DSHS, in accordance with RCW 74.34.
4. **Client Grievance.** The AAA shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the AAA or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.
5. **Compliance with Applicable Law.** At all times during the term of this Agreement, the AAA and DSHS shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. DSHS and the AAA shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to the Agreement that provided the information.
7. **AAA Certification Regarding Ethics.** By signing this Agreement, the AAA certifies that the AAA is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Agreement.
8. **Debarment Certification.** The AAA, by signature to this Agreement, certifies that the AAA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. The AAA also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the AAA's duty to provide services under this Agreement.
9. **Disputes.** In the event of a dispute between the AAA and DSHS, every effort shall be made to resolve the dispute informally and at the lowest level. If a dispute cannot be resolved informally, the AAA shall present their grievance in writing to the Assistant Secretary for Aging and Long-Term Support Administration. The Assistant Secretary shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. If the dispute remains unresolved after the Assistant Secretary's determination, either party may request intervention by the Secretary of DSHS, in which event the Secretary's process shall control. The Secretary will make a determination within 45 days. Participation in this dispute process shall precede any judicial or quasi-judicial action and shall be the final administrative remedy available to the parties. However, if the Secretary's determination is not made within 45 days, either party may proceed with judicial or quasi-judicial action without awaiting the Secretary's determination.
10. **Drug-Free Workplace.** The AAA shall maintain a work place free from alcohol and drug abuse.

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11. **Entire Agreement.** This Agreement including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind the parties.
12. **Governing Law and Venue.** The laws of the State of Washington govern this Agreement. In the event of a lawsuit by the AAA against DSHS involving this Agreement, venue shall be proper only in Thurston County, Washington. In the event of a lawsuit by DSHS against a County AAA involving this Agreement, venue shall be proper only as provided in RCW 36.01.050.
13. **Independent Status.** Except as otherwise provided in Paragraph 26 herein below, for purposes of this Agreement, the AAA acknowledges that the AAA is not an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The AAA shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the State of Washington. The AAA shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the AAA or the AAA's employees.
14. **Inspection.** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Agreement, and applicable laws and regulations. During the term of this Agreement and for one (1) year following termination or expiration of this Agreement, the parties shall, upon receiving reasonable written notice, provide the other party with access to its place of business and to its records which are relevant to its compliance with this Agreement and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **AAA Provider Contracting Insurance Requirements**

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

a. **General Liability Insurance**

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

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

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

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

Or

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

Or

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

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

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

d. Workers' Compensation

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

e. Employees and Volunteers

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

f. Separation of Insureds

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

g. Insurers

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

h. Evidence of Coverage

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

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

i. Material Changes

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

j. Waiver of Subrogation

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

k. Coverage Limits

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

l. Primary Coverage

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

m. Waiver

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

n. Liability Cap

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

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o. Business Automobile Liability Insurance

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

p. Indemnification and Hold Harmless

- (1) The AAA Provider Contractor shall be responsible for and shall indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the AAA contractor's performance or failure to perform this Contract, or b) the acts or omissions of the AAA contractor.
- (2) The AAA contractor's duty to indemnify, defend, and hold the AAA and DSHS harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include the AAA and DSHS' personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- (3) The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
- (4) Nothing in this term shall be construed as a modification or limitation on the AAA contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

16. Insurance Required for AAA.

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

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

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

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

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

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

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

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

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

- 18. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Services, and any contractors or subcontractors, shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.
- 19. **Order of Precedence.** In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
 - a. Applicable federal CFR, CMS Waivers and Medicaid State Plan;
 - b. State of Washington statutes and regulations;
 - c. AL TSA Management Bulletins and policy manuals;
 - d. This Agreement; and
 - e. The AAA's Area Plan.
- 20. **Ownership of Client Assets.** The AAA shall ensure that any client for whom the AAA or Subcontractor is providing services under this Agreement shall have unrestricted access to the client's personal property. For purposes of this paragraph, client's personal property does not pertain to client records. The AAA or Subcontractor shall not interfere with the client's ownership, possession, or use of such property. Upon termination of this Agreement, the AAA or Subcontractor shall immediately release to the client and/or DSHS all of the client's personal property.
- 21. **Ownership of Material.** Material created by the AAA and paid for by DSHS as a part of this Agreement shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the AAA uses to perform this Agreement but is not created for or paid for by DSHS is owned by the AAA and is not "work made for hire"; however, DSHS shall have a license of perpetual duration to use, modify, and distribute this material at no charge to DSHS, provided that such license shall be limited to the extent which the AAA has a right to grant such a license.
- 22. **Ownership of Real Property, Equipment and Supplies Purchased by the AAA.** Title to all property, equipment and supplies purchased by the AAA with funds from this Agreement shall vest in the AAA. When real property, or equipment with a per unit fair market value over \$5000, is no longer needed for the purpose of carrying out this Agreement, or this Agreement is terminated or expired and will not be renewed, the AAA shall request disposition instructions from DSHS. If the per unit fair market value of equipment is under \$5000, the AAA may retain, sell, or dispose of it with no further obligation. Proceeds from the sale or lease of property that was purchased with revenue accrued under the Case Management/Nursing Services unit rate must be expended in Medicaid TXIX or Aging Network programs.

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

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

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

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

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

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

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

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

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

- 27. Subcontracting.**

- a. The AAA may, without further notice to DSHS; subcontract for those services specifically defined in the Area Plan submitted to and approved by DSHS, except subcontracts with for-profit entities must have prior DSHS approval.
- b. The AAA must obtain prior written approval from DSHS to subcontract for services not specifically defined in the approved Area Plan.
- c. Any subcontracts shall be in writing and the AAA shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all

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

- d. Subcontractors are prohibited from subcontracting for direct client services without the prior written approval from the AAA.
- e. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the AAA may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
- f. In any contract or subcontract awarded to or by the AAA in which the authority to determine service recipient eligibility is delegated to the AAA or to a subcontractor, such contract or subcontract shall include a provision acceptable to DSHS that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
- g. If DSHS, the AAA, and a subcontractor of the AAA are found by a jury or trier of fact to be jointly and severally liable for damages rising from any act or omission from the contract, then DSHS shall be responsible for its proportionate share, and the AAA shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, DSHS and the AAA shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than DSHS and the AAA. This term shall not apply in the event of a settlement by either DSHS or the AAA.
- h. Any subcontract shall designate subcontractor as AAA's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. AAA shall ensure that all client records and other PHI in possession of subcontractor are returned to AAA at the termination or expiration of the subcontract.

28. Subrecipients.

- a. General. If the AAA is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the AAA shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the AAA is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget

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(OMB) Circular or regulation; and

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

- b. Single Audit Act Compliance. If the AAA is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.
 - (1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.

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

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

- a. The Contract or Program Agreement may be renegotiated under the revised funding conditions.
- b. At DSHS's discretion, DSHS may give notice to the AAA to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written

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

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

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

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

32. Termination for Default.

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

- (1) Failed to meet or maintain any requirement for contracting with DSHS;
- (2) Failed to perform under any provision of this Agreement;
- (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
- (4) Otherwise breached any provision or condition of this Agreement.

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

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

- (1) Failed to meet or maintain any requirement for contracting with the AAA;
- (2) Failed to perform under any provision of this Agreement;
- (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
- (4) Otherwise breached any provision or condition of this Agreement.

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

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

- a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
- b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.
- c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
- d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.

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

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

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1. Definitions.

- a. "AAA" or "Contractor" shall mean the Area Agency on Aging that is a party to this agreement, and includes the AAA's officers, directors, trustees, employees and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the AAA or agent shall not be considered an employee of DSHS
- b. "Adult Day Services" means Adult Day Care and/or Adult Day Health and Respite as defined below
 - (1) Adult Day Care: Adult Day Care is a community-based program designed to meet the needs of adults with impairments through individualized goal specific plans of care. This type of structured, comprehensive, nonresidential program provides a variety of health, social, and related support services in a protective setting.
 - (2) Adult Day Health: Adult Day Health is a supervised nonresidential program providing skilled nursing and/or rehabilitative therapy services in addition to all services provided in an adult day care center. Adult day health services are only appropriate for adults with medical or disabling conditions that require the skilled intervention or services of a registered nurse or licensed rehabilitative therapist acting under the supervision of the client's authorizing practitioner.
 - (3) Respite: A short-term service that allows family caregivers a break from caregiving duties while the eligible beneficiary is cared for by an adult day care provider.
- c. "Agreement" means this Agreement, including all documents attached or incorporated by reference.
- d. "Dementia and Behavioral Supports" means an assessment by a mental health professional to determine causes, triggers, and purposes behind documented or identified behaviors such as wandering or aggression, and the development of a written strategy with recommendations for specific interactions designed to address identified behaviors.
- e. "Education and Consultation" means non-medical skills training for eligible beneficiaries and their paid and unpaid caregivers related to an eligible beneficiary's diagnoses and chronic health issues to support managing their activities of daily living, behavior, health, and wellness.
- f. "Environmental Modification" means alterations to a residence that accommodate an eligible beneficiary's disability and promote functional independence, health, welfare, and safety. Environmental modifications include, but are not limited to, installing grab bars, building ramps, widening doorways, and modification to bathrooms
- g. "Home Delivered Meals" means nutritionally balanced meals prepared and delivered to an eligible beneficiary's home. Home delivered meals includes, but is not limited to, box meals, prepackaged meals, and hot meals, and must be from a provider that meets the requirements of chapter [246-215 WAC](#).
- h. "Home Safety Evaluation" means an assessment of a home to identify and reduce potential hazards, to minimize or prevent injury, and improve accessibility in the home.
- i. "In-Home Personal Care" means assistance with activities of daily living and instrumental activities of daily living provided to a person in their own home.
 - (1) "Home Care Agency" means an in-home service agency licensed under Chapter 70.127 RCW that provides nonmedical personal care to individuals who are ill, disabled, aged, or vulnerable so they can remain in their residence.

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- j. "Professional Services (Skilled Nursing)": means a short-term intermittent treatment of a chronic condition, or the treatment of chronic, stable, long-term conditions where the treatment cannot be delegated or self-directed. Excluded from skilled nursing services are treatments for acute care due to acute injury or illness.
- k. "Personal Emergency Response Systems" or "PERS" means a service to secure help in an emergency through an electronic device programmed to signal a response center that is staffed by trained professionals who immediately summon help. Systems must be approved by the Federal Communications Commission and meet the Underwriters Laboratories solutions or Intertek Electronic Testing Laboratories standards for home health care signaling equipment. Personal emergency response systems are limited to basic systems, global positioning systems, medication reminders, and fall detections.
- l. "Services that assist paid and unpaid family members caring for eligible individuals"
 - (1) "Housework and Errands" are services supporting beneficiaries to remain in their own home by assisting with instrumental activities of daily living related to their health and safety.
 - (2) "Yardwork and snow removal" are services to allow safe egress and entry into the home, reduce potential fire danger, assist the beneficiary to comply with local city and county codes, or other local requirements, such as a Homeowner's Association, in order to remain in their choice of setting.
- m. "Transportation" means services that support the ability to travel to therapeutic activities that support mental health, physical health, or wellbeing, the grocery store, medical appointments, and social services. Services include, but are not limited to, trip or mileage reimbursement, bus passes, taxi scripts, bridge tolls, and ferry tickets.

- 2. **Purpose.** AAAs will carry out activities related to outreach, provider network development, and beneficiary services within their service areas to support implementation of the WA Cares Fund. These activities are intended to support program awareness, ensure adequate provider capacity, and facilitate access to services for beneficiaries.
- 3. **Statement of Work (SOW).** 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 shall not exceed **\$708,381.00**, including any and all expenses. AAA are funded in three categories (Outreach, Provider Network, and Beneficiary services). The maximum of each is attached herein Exhibit B, FY27 AAA Funding Model.
 - a. AAA will be reimbursed for costs directly associated with contract activities up to the maximum consideration.
 - b. Administrative expenditure is limited to 10% of the program year's funding. Total YTD expenditure can never exceed the contract budget amount.
- 5. Funding may be moved between categories (up to 25%) with written permission of DSHS. No amendment will be needed.
- 6. **Billing and Payment.**

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- a. Invoice System. The AAA shall submit monthly reimbursement requests using Exhibit C, State BARS Form. These forms can be accessed at <http://ALTSAsweb.dshs.wa.gov/aaa/BF/Billing/>. Each reimbursement request must include supporting general ledger (GL) detail or other DSHS-approved supporting documentation sufficient to substantiate the expenditures billed on the reimbursement request. Properly completed reimbursement requests and supporting documentation shall be submitted to DSHS by the AAA for review and approval.
- b. Payment. AAAs will be reimbursed for costs directly associated with contract activities up to the maximum consideration. Refer to Exhibit B, AAA Funding Model for eligible activities and service dates. Activities are not eligible to bill until the 'service begin' date outlined in the document. Invoices are due 30 days after the calendar end, and final invoices are due 45 days after the contract period.
- c. AAAs are expected to meet all targets, reporting requirements, and deliverables identified in the Statement of Work (SOW). All required deliverables, including but not limited to quarterly reports, annual plans, and required data submissions, must be submitted in accordance with timelines established in the SOW and associated reporting tools. Reports and deliverables must be complete and meet SOW requirements to be accepted.
 - (1) Certain deliverables are due prior to or within the same reporting period as a monthly reimbursement request, as summarized in Appendix A of the SOW. If required deliverables are not submitted by the established due date, or are submitted but deemed incomplete, DSHS may delay or withhold processing of reimbursement requests until all required deliverables are submitted and accepted.
 - (2) DSHS will notify the AAA if a submitted report or deliverable is incomplete. The AAA shall have a reasonable opportunity to correct and resubmit the deliverable. Reimbursement processing may resume once all required deliverables are received and deemed complete.
 - (3) AAAs are responsible for ensuring that all submissions are accurate, complete, and submitted by established deadlines, and that all required data is entered into designated systems in a timely manner.

7. WA Cares Fund population assumptions.

- a. WA Cares estimates 25,000 new beneficiaries needing access to WA Cares Fund during FY27. Some of these beneficiaries will already have long-term care services and will convert to WA Cares as a new payment source. Others will be newly ill or injured and requiring long-term care for the first time.
- b. All beneficiaries who get access to full WA Cares benefit in FY27 will have worked at least 500 hours in the last three years. The majority will not be receiving Medicaid long-term care services nor be eligible for Medicaid immediately after exhausting WA Cares Fund benefits. It is projected that 70% to 80% of WA Cares Fund beneficiaries will receive services while living in their home. Some beneficiaries who were born before 1968 and have only worked one or two years at 500 hours per year will have access to a prorated benefit of \$3,650 or \$7,300, respectively.

8. Additional Requirements.

- a. HCLA will be developing rules, policies, training materials, and other requirements during this contract period which will support the success of AAAs in completing the deliverables within the contract. AAAs will engage with HCLA on policy development for provider registration and monitoring, change management and training, including ongoing communication strategies with

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potential providers.

- b. AAAs will be available for check-ins with HCLA staff monthly to discuss progress and challenges. Templates for milestones will be drafted by HCLA to include required fields in support of statewide analysis. AAAs will use training and communication materials developed by HCLA. Any materials developed by the AAA or revised by the AAA must be submitted to HCLA for approval.

- 9. 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).

10. Conflict of Interest:

- a. The AAAs shall implement enhanced contract monitoring practices to ensure compliance with conflict-of-interest standards. Specifically, AAAs must ensure that their staff and programs do not solely or disproportionately refer clients to services provided by their own agency. All referrals must support beneficiary choice principles, allowing individuals to make informed decisions from the full range of qualified providers available.
- b. AAAs must also maintain and document internal safeguards that prevent real or perceived conflicts of interest, including but not limited to: separation of duties, transparent referral processes and routine audits or reviews. These measures must be monitored regularly and reported to WA Cares Fund to ensure the integrity of service delivery and protect beneficiary autonomy.

11. Performance and Compliance Actions:

- a. To uphold the shared commitments to high-quality, accessible, and equitable service delivery, the AAA and the WA Cares Fund will work together to monitor progress toward meeting the contractual terms, financial requirements, reporting obligations, and performance targets outlined in the Statement of Work (SOW) agreement. Monitoring activities may include review of reimbursement requests, supporting financial documentation, internal controls, deliverables, and other records related to contract performance and payment. These steps are designed to foster mutual accountability, continuous improvement, and effective partnership in support of the program's mission. AAAs that do not fulfill the requirements of the contract may be subject to the following contract actions.
 - (1) First Notification: WA Cares Fund will provide a formal notice outlining areas of concern. The AAA will develop and submit a correction action plan within an agreed-upon timeframe, with support from WA Cares as needed.
 - (2) Second Notification: If challenges persist, a second notice will be issued, and WA Cares Fund will work with the AAA to revise and strengthen the corrective action plan. This may include enhanced support and increased check-ins to guide progress.
 - (3) Third Notification: Continued difficulty in meeting agreed-upon obligations may result in a contract termination and a reassignment of the scope of work to another qualified entity. WA Cares Fund reserves the right to terminate and reallocate associated funding in order to reassign the scope of work.

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- 12. 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.
- 13. 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.
- 14. Systems and Tools.**
- a. To ensure consistent data collection, reporting, and program administration, the following systems and tools shall be used to perform activities and submit required data.
 - b. These systems serve as the official systems of record for the functions described throughout the SOW. AAAs are responsible for ensuring that staff are trained in their use and that all required data is entered in a timely, complete, and accurate manner.

System/Tool	Purpose	Required Use
PAMS (Provider Application and Management System)	Application processing, including qualification verification, risk assessment, contract facilitation and tracking, registration, and communication tracking.	AAAs shall use PAMS to track provider application progress and maintain accurate provider registration data
Provider Capacity Smartsheet Dashboard	Centralized tool for collecting and monitoring provider capacity data across regions	AAAs shall enter and maintain up-to-date provider capacity data, including service type, geographic coverage, and estimated capacity. This is the official system of record for provider capacity reporting.
Salesforce AAA Console	The AAA Console is a Cloud-based Customer Relationship Management (CRM) and Service Management System that help manage WA Cares Fund relationships efficiently.	AAAs shall document all beneficiary intake activities and service interactions in the Salesforce AAA Console in accordance with DSHS workflows and timelines.
GetCare Assessment Tool	Tool used to complete functional eligibility assessments and document assessment outcomes	AAAs shall complete and document all eligibility assessments using GetCare, in alignment with program policy and training requirements
Provider Capacity and Leads Form	Tool used to collect provider lead information, service offerings, geographic coverage, and estimated provider capacity for organizations interested in participating in the provider network.	AAAs shall use the WA Cares Provider Capacity and Leads Form to support provider network development activities, including assisting existing and prospective

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		providers in submitting provider lead and projected capacity information in accordance with WA Cares guidance.
Q&A Log	Channel for submitting provider network or beneficiary policy, operational, and system related questions to WA Cares	AAAs shall use the Q&A Log to submit questions, track and review responses, and ensure consistent interpretation of program requirements

Exhibit A, Statement of Work

- 1. Purpose.** The purpose of this contract is to define the roles, responsibilities, and expectations of Area Agencies on Aging (AAAs) in supporting implementation of the WA Cares Fund (WCF) program for FY27.
- 2. Statement of Work (SOW).** AAAs are responsible for carrying out activities related to outreach, provider network development, and beneficiary services within their service areas. These activities are intended to support program awareness, ensure adequate provider capacity, and facilitate access to services for beneficiaries.

The Statement of Work establishes required deliverables, reporting expectations, and performance standards to ensure consistent implementation. AAAs are expected to perform all activities in accordance with program guidance, timelines, and system requirements outlined below.

a. Outreach-Full Benefits Launch.

- (1) AAAs shall develop and implement an annual public outreach plan to inform key audiences about WA Cares and drive benefit applications from potentially eligible beneficiaries. AAAs will provide target metrics in their plans and submit monthly reports on their progress. AAAs must submit draft plans to WA Cares by July 31, 2026. AAAs may request changes to their plans and metrics later in the year if needed.
- (2) AAAs may begin routine activities such as outreach to local organizations, giving presentations and attending local events before their annual plans are finalized. AAAs must not begin any advertising or outreach to local news media until their annual plans are approved by WA Cares. AAAs may request early review of their annual plan in order to begin these activities sooner.
- (3) Each AAA must identify at least one outreach lead who will serve as a point of contact for their outreach activities. Outreach leads will complete required training and attend regular outreach meetings.
- (4) AAAs may develop tailored outreach materials. Some AAA-created materials will require WA Cares review, as identified in guidelines provided by WA Cares.

b. Provider Services-Full Benefits Launch.

- (1) Beginning July 1, 2026, WA Cares Fund (WCF) will operate in a full benefits environment statewide. Area Agencies on Aging (AAAs) shall continue to support the development, expansion, and ongoing oversight of the WCF provider network to ensure sufficient capacity, geographic coverage, and access to services for eligible beneficiaries.
- (2) This SOW establishes expectations for AAAs to maintain and strengthen the provider network through policy and procedure collaboration, provider capacity assessment and monitoring, provider recruitment, provider application and contracting support. Activities under this section are intended to support a sustainable, equitable, and responsive provider network.
- (3) WCF will continue to rely on provider capacity targets previously established and anticipated for statewide implementation. AAAs shall use the existing capacity targets to guide ongoing network monitoring, gap identification, and recruitment strategies. AAA shall maintain and monitor an appropriate and adequate Network sufficient to provide adequate access to all services covered under WCF. This includes monitoring provider participation and identifying providers who may deregister, reduce capacity, or discontinue services.

(4) Service Description

- (a) AAAs shall support the WCF provider network using the list of approved services and definitions identified in WA Cares ApprovedServices-SupportsProviders PDF. Provider network activities shall align with WCF policies, legislative intent, and program guidance issued by DSHS. AAAs serve as regional partners supporting provider engagement, network capacity visibility, and targeted recruitment to address service, geographic, and population-based gaps.

(5) Policy & Procedure Collaboration:

- (a) AAAs shall collaborate with WCF to support the ongoing development, refinement, and implementation of provider network policies and procedures. This includes providing operational feedback to inform WCF policy and procedure updates, supporting consistent interpretation and implementation of provider network policies at a regional level, and ensuring policies promote equity, quality, and access across diverse communities and service areas. AAAs shall clarify and align AAA internal procedures when referenced or required within WCF policies and procedures. AAAs are not responsible for independently developing WCF policy but shall support alignment and implementation as directed.

(6) Provider Capacity assessment and monitoring:

- (a) AAAs shall maintain as appropriate an adequate Provider network. AAAs shall conduct ongoing provider capacity assessment and monitoring to support network sufficiency during full benefit implementation. AAAs shall collect and maintain capacity estimates from existing and prospective providers using Exhibit D, WCF AAA Provider Targets-SYF27 document and Exhibit E, AAA Provider Capacity Smartsheet Dashboard. AAAs shall support providers using the Provider Leads Form to project anticipated capacity for WCF beneficiaries. Capacity estimates must account for providers' ability to serve both Medicaid and WCF beneficiaries in accordance with WCF guidance.
- (b) Timely and accurate data entry is critical to support statewide oversight and to ensure WCF maintains clean, exportable data for monitoring, evaluation, forecasting, and legislative reporting.
- (c) AAAs will maintain up-to-date capacity data and conduct county-by-county analysis to monitor geographic coverage and identify service gaps, recognizing that some providers may serve limited-service areas within the AAA regions. To promote beneficiary choice and access, AAAs are expected to actively work toward two qualified providers for each service in every county where feasible.
- (d) AAAs will monitor provider participation and network stability, including identifying providers who deregister, discontinue services, reduce capacity, or change service areas. AAAs will support network resiliency by identifying replacement capacity needs and implementing recruitment priorities to maintain adequate provider coverage across all regions.

(7) Provider recruitment and Network Expansion:

- (a) AAAs shall maintain an open and continuous provider contracting process. AAAs may not suspend or close provider applications based on perceived network sufficiency or current capacity levels. Recruitment should prioritize high-need services and should be coordinated and aligned with statewide provider network development priorities. AAAs will support targeted provider recruitment to address identified service or geographic gaps in the

provider network. AAA should conduct proactive recruitment activities to address identified geographic, service, cultural, or capacity gaps to ensure adequate provider network coverage. Recruitment activities should be prioritized to expand provider availability where gaps exist, and targeted recruitment strategies informed by capacity data, utilization trends, and beneficiary needs.

(8) Provider Application and Contracting Support:

- (a) AAAs shall guide and assist providers through the WCF application and contracting process. This includes supporting providers in understanding eligibility requirements and documentation needs, facilitating timely completion of application and contracting steps, and aligning contracting support with identified network capacity needs and recruitment priorities. AAAs should document newly registered providers and associated capacity in the AAA provider capacity Smartsheet dashboard at least monthly. AAAs do not execute (register) contracts on behalf of WCF but provide facilitative and coordination support as directed.

(9) Capacity Monitoring and Network Performance:

- (a) AAAs shall support ongoing tracking of the provider network capacity and performance indicators using DSHS approved tools, reports and monthly check-in calls with Provider Network Program Manager. AAA shall communicate identified risks, gaps, or emerging trends to WCF in accordance with established communication pathways and use monitoring findings to inform recruitment and network planning activities.
- (b) AAAs shall monitor provider network capacity on an ongoing basis to ensure timely access to services. Monitoring shall be conducted at the PSA level, with the ability to analyze and respond to county-level service gaps.

(10) Deliverables and Reporting: *Standardized reporting forms and tools will be provided by DSHS/WA Cares Fund* Quarterly reports are due the last day of the month following the close of the quarter (October 31, 2026; January, 31, 2027; April, 30, 2027; July 31, 2027) and will include:

- (a) Provider recruitment and network support summary: A high-level summary of recruitment activities for each service, gaps addressed, and emerging risks, including provider deregistration trends. Include analysis of county-level gaps in services (for example those do not have at least 2 providers of each service) and a prioritized plan for addressing gaps as feasible at the local level, or what assistance may be needed on a regional or statewide level to fill provider service gaps.
- (b) Provider capacity and access metrics: AAAs shall report, by service type, on provider capacity, beneficiary access, utilization, and indicators of unmet demand, where known and available.

(11) Ongoing reporting:

- (a) The AAA will utilize the PAMS system to maintain accurate and timely provider registration data. The AAA will use the Provider Capacity Data report Smartsheet as well as additional reporting tools provided by the department to assist AAAs to keep provider capacity data up to date as providers are registered and as capacity shifts.

(12) Performance Expectations:

- (a) AAAs shall deliver provider network support services in a timely, accurate and collaborative manner as described in WCF Policy and Procedure and shall maintain complete and accurate documentation in DSHS designated systems. AAAs shall demonstrate active engagement in addressing provider network gaps and shall support provider participation in WCF in a manner that promotes equitable access and beneficiary choice.
- (b) AAAs shall maintain accurate and timely provider capacity data to support statewide reporting, data exports, and ongoing network monitoring, including identification of providers who deregister or reduce service availability. AAAs shall cooperate with monitoring, technical assistance, and quality improvement activities conducted by WCF.

(13) Compliance:

- (a) AAAs shall comply with all applicable administrative rules, contract requirements, and WCF P&P related to provider network service delivery.

c. Beneficiary Services-Full Benefits Launch.

- (1) Beginning July 1, 2026, the WA Cares Fund (WCF) will transition to full benefits availability for eligible beneficiaries statewide. Area Agencies on Aging (AAAs) shall provide direct, community-based beneficiary services in support of full program implementation.
- (2) For purposes of program planning and service delivery, WCF assumes that up to one quarter (22%) of WCF applicants may require enhanced in-person assistance to successfully access benefits. This assumption is intended to inform service design and capacity planning and may be refined over time based on utilization data, operational experience, and beneficiary need. AAAs play a critical role in meeting their assumed level of need by providing individualized, in person support for applicants and beneficiaries who face barriers to accessing services through standard self-directed model.
- (3) The primary purpose is to define the AAA role in delivering beneficiary-facing services that support access to, understanding of, and navigation of WCF benefits. These services include application assistance, intake, eligibility assessments, suggested services support, and benefit navigation for eligible beneficiaries.
- (4) Direct beneficiary support is the primary focus of this work. Reporting and administrative requirements are limited to those necessary to ensure accountability, service quality, and program integrity.

(5) Service Description:

- (a) AAA shall deliver beneficiary services that support equitable, timely, and person-centered access to WA Cares Fund. Services must be delivered in alignment with legislative intent, applicable administrative rules, DSHS policies and procedures, and program guidance issues by DSHS. AAAs shall function as a trusted, community-based access point for beneficiaries who require in-person/enhanced support to successfully apply for, access and utilize the WCF benefit. Quality Assurance activities will begin in 2027. AAAs will participate in quality assurance reviews and complete performance improvement plans as required.

(6) Coordination and Collaboration:

- (a) AAAs shall coordinate closely with DSHS to ensure consistent beneficiary experience and effective service delivery. To prevent a duplication of funding and responsibilities, the AAA

shall ensure that subcontractors engaged to perform WA Cares beneficiary services are not being separately compensated for the same work as WA Cares Funding (i.e. the Community Assistance Network). Coordination responsibilities may include:

- i. Participation in required training and operational updates related to full benefits implementation.
- ii. Use of established escalation pathways and communication protocols (i.e. Q&A Log) for complex cases, policy clarification, or system issues.
- iii. Collaboration with Benefits & Customer Care (BCC) team to support timely referrals, warm handoffs, and resolution of beneficiary needs requiring enhanced navigation support.

(7) Required Services:

- (a) AAAs shall provide the following beneficiary services using DSHS-approved systems, tools, and processes.

(8) Program Education and Application Assistance:

- (a) Provide direct assistance to individuals seeking information and/or to apply for WCF benefits who require additional support.
- (b) Educate applicants on eligibility criteria, application requirements, and required documentation.
- (c) Assist applicants in completing and submitting applications.
- (d) Delivering services in a manner that promotes equitable access for diverse populations, including individuals with geographic barriers and other access challenges.

(9) Intake:

- (a) Conduct intake activities for applicants seeking to use their WCF benefit using the Salesforce-AAA console.
- (b) Gather required intake information and verify completeness prior to eligibility determination and assessment.
- (c) Coordinate intake activities in alignment with DSHS workflows, systems and timelines to support efficient progression through the eligibility process.

(10) Eligibility Assessment and Suggested Services:

- (a) Complete in-home eligibility assessments using the GetCare assessment tool, in accordance with DSHS policy and training.
- (b) Provide eligible beneficiaries with suggested services information based on assessment outcomes, benefit eligibility, and individual preferences.
- (c) Document all assessment activities, determinations, and suggested services using DSHS-designated systems in accordance with established standards and requirements.

(11) Eligibility Assessment and Suggested Services:

- (a) Complete in-home eligibility assessments using the GetCare assessment tool, in accordance with DSHS policy and training.
- (b) Provide eligible beneficiaries with suggested services information based on assessment outcomes, benefit eligibility, and individual preferences.
- (c) Document all assessment activities, determinations, and suggested services using DSHS-designated systems in accordance with established standards and requirements.

(12) Deliverables and Reporting. *Standardized reporting forms and tools will be provided by DSHS/WA Cares Fund* Quarterly reports are due on the last day of the month following the close of the quarter (October 31, 2026; January 31, 2027; April 30, 2027; July 31, 2027) and will summarize benefit navigation activities. At a minimum, the report must include:

- (a) Analysis of benefit navigation referrals.
 - i. Referral Volume and Source: Total number of benefit navigation referrals received during the reporting period. Indicate if the referral was received by the BCC or originated at the AAA.
 - ii. Reason for AAA involvement: Summary of the primary reasons individuals could not self-serve and required AAA assistance beyond what BCC could provide, including common barriers (e.g., need for in-person support, complexity of service coordination or challenges navigating systems or processes).
 - iii. Assistance Provided and Resolution Time: Description of the types of assistance provided to support individuals in utilizing their WCF benefit (e.g., provider selection, pre-authorization guidance, etc.), including average time to resolution.
 - iv. System Improvements and Enhanced support trends: Identification of any patterns, trends, or gaps in the processes, tools, or service delivery that may hinder an individual's ability to self-serve. Include recommendations for improving system efficiency and reducing avoidable escalations.
- (b) Overall Emerging trends in beneficiary services delivery:
 - i. Summary of key trends and patterns observed across the beneficiary experience (e.g., intake, application assessment, and general support), including common points where individuals encounter challenges. The AAA should identify any notable barriers impacting timely or successful progression through the process and provide recommendations for improving the beneficiary experience, including suggested actions for both AAA-level and DSHS-level improvements, as applicable.

(13) Ongoing reporting:

- (a) AAAs will use DSHS tools (e.g., Q&A Log) for logging questions, answers, and issue escalation processes. AAAs will participate in Quality Assurance monitoring including completing performance improvement plans as required.

(14) Performance Expectations:

- (a) Deliver services in a timely, accurate, and person-centered manner as described in WCF Policy and Procedure.
 - (b) Maintain complete and accurate documentation in DSHS designated systems.
 - (c) Meet response timeframes and quality standards established for beneficiary services as established in policy and procedures. AAA Supervisor will have access to reports within the AAA Console and GetCare to support staff performance and adhere to performance standards.
 - (d) Cooperate with monitoring, quality assurance, and technical assistance activities conducted by DSHS.
 - (e) Demonstrate the ability to provide enhanced support to beneficiaries who require additional support and cannot self-serve, consistent with the programs assumed service utilization levels. (This assumption is not a performance quota and shall not be used as an individual or organizational benchmark but may inform ongoing capacity planning and program evaluation).
- (15) Compliance:
- (a) AAAs shall comply with all applicable administrative rules, contract requirements, and WCF P&P related to beneficiary service delivery

Exhibit B, FY27 AAA Funding Model

AAA	PSA	Outreach	Provider Network	Beneficiary Services	10% Admin	FY27 Total
Olympic	1	\$ 128,142	\$ 223,091	\$ 597,483	\$ 105,413	\$ 1,054,128
Northwest	2	\$ 151,654	\$ 318,044	\$ 851,787	\$ 146,832	\$ 1,468,316
Snohomish	3	\$ 184,401	\$ 450,294	\$ 1,205,981	\$ 204,520	\$ 2,045,196
King	4	\$ 413,457	\$ 1,375,325	\$ 3,683,404	\$ 608,021	\$ 6,080,206
Pierce	5	\$ 190,464	\$ 474,776	\$ 1,271,547	\$ 215,199	\$ 2,151,985
L/M/T	6	\$ 143,298	\$ 284,299	\$ 761,412	\$ 132,112	\$ 1,321,122
Southwest	7	\$ 170,211	\$ 392,987	\$ 1,052,501	\$ 179,522	\$ 1,795,221
Central	8	\$ 148,767	\$ 306,388	\$ 820,570	\$ 141,747	\$ 1,417,472
Southeast	9	\$ 186,807	\$ 460,009	\$ 1,231,999	\$ 208,757	\$ 2,087,573
Yakama Nation	10	\$ 83,283	\$ 41,931	\$ 112,300	\$ 26,390	\$ 263,905
Eastern	11	\$ 177,837	\$ 423,783	\$ 1,134,979	\$ 192,955	\$ 1,929,554
Colville Indian	12	\$ 77,665	\$ 19,243	\$ 51,537	\$ 16,494	\$ 164,939
Kitsap	13	\$ 108,515	\$ 143,828	\$ 385,201	\$ 70,838	\$ 708,381
FY27 Total		\$ 2,164,500	\$ 4,914,000	\$ 13,160,700	\$ 2,248,800	\$ 22,488,000

Exhibit C, Bars Form
BARS Support Form

Effective 7/1/2026 - 6/30/27

AAA Name: _____

Contract #: _____

Title: WA CARES

Reporting Period: _____

	Budget Account Title	This Month	YTD	Contract Budget	Contract Balance
		Expenditures	Expenditures		
.11	WA Cares Administration (Limited to 10%)	\$0.00	\$0.00	\$0.00	\$0.00
.90	WA Cares Outreach	\$0.00	\$0.00	\$0.00	\$0.00
.90	WA Cares Provider Network Development	\$0.00	\$0.00	\$0.00	\$0.00
.90	WA Cares Beneficiary Services	\$0.00	\$0.00	\$0.00	\$0.00
	Total Admin	\$0.00	\$0.00	\$0.00	\$0.00
	Total Services	\$0.00	\$0.00	\$0.00	\$0.00
	Total All Elements	\$0.00	\$0.00	\$0.00	\$0.00

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex or age.

Certification for Federal Funds. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Reimbursement Data	
Expenditures to Date	\$0.00
Revenue Previously Billed	\$0.00
Total Request	\$0.00

Approved by: _____

Prepared by: _____

Phone #: _____ Date: _____ Phone #: _____

Date: _____

Methods

Estimated WA Cares service demand is based on Medicaid and TSOA client experience and Milliman forecasts.

Estimates in Table 1 show total forecasted usage by service modality according to low (25,000) usage scenario. These counts represent annual unduplicated counts of beneficiaries ever using a service in SFY27, not monthly utilization.

Tables 2 and 3 indicate the share of estimated vested clients across PSAs and counties. These shares are used to determine PSA-level and county-level estimated usage on the following tabs (AAA Estimates - PSA and AAA Estimates - County).

Registered provider targets are calculated using estimated beneficiary projections and the target beneficiary to provider ratios. These ratios are calculated using data on median excess capacity across provider types.

1. SFY 2027 WA Cares Forecast

Forecast WA Cares Usage by Service Modality at Low/Medium Usage Scenarios

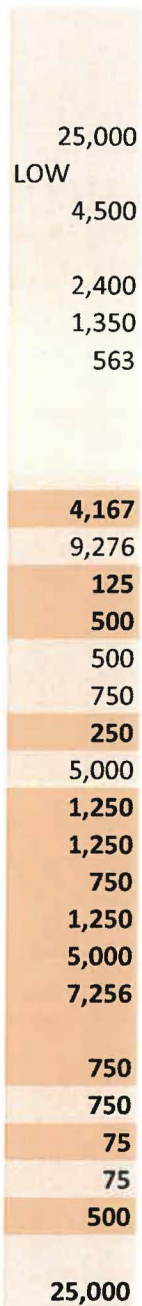
Scenario==>

Annual Unduplicated Service Utilization

Forecast WA Cares Modality Share (SFY 2027)

Nursing facility	18.0%
Community Residential	15.0%
Adult Family Home	9.6%
Assisted Living	5.4%
Care transition coordination (Com Res Settings)	2.3%
In-Home	67.0%
Personal care	53.8%
Agency Provider	16.7%
Individual Provider	37.1%
Adult day care	0.5%
Adult day health	2.0%
Assistive technology	2.0%
Care transition coordination (In-Home Settings)	3.0%
Dementia and behavioral support	1.0%
Durable medical equipment	20.0%
Education and consultation	5.0%
Environmental modifications	5.0%
Home safety evaluations	3.0%
Housework, errands, yardwork, snow removal	5.0%
Home-delivered meals	20.0%
PERS	29.0%
Professional nursing (includes CR settings), of which (not mutually exclusive):	3.0%
Nurse Delegation	3.0%
Skilled Nursing	0.3%
Private Duty Nursing	0.3%
Transportation	2.0%

Unduplicated total



2. ACS Estimates for Vested Clients by AAA with Tribal AAA Adjustment

AAA	Adjusted AAA Share
Southeast WA Aging and Long Term Care	8.03%
Aging & Adult Care of Central Washington	3.72%
Aging & Disability Services (King Co)	24.46%
Kitsap County Division of Aging & Long Term Care	2.33%
Pierce County Aging & Long Term Care	12.57%
Snohomish County Long Term Care and Aging Division	9.74%
Aging & Long Term Care of Eastern WA	12.26%
Lewis/Mason/Thurston AAA	8.20%
Northwest Washington AAA	4.68%
Southwest Washington AAA	9.54%
Olympic AAA	3.99%
Yakama Nation Area Agency on Aging	0.38%
Colville Indian Area Agency on Aging	0.11%
Statewide	100.0%

3. County Shares

County	Share
Adams	0.14%
Asotin	0.29%
Benton	2.52%
Chelan	1.18%
Clallam	1.44%
Clark	7.35%
Columbia	0.04%
Cowlitz	1.93%
Douglas	0.68%
Ferry	0.20%
Franklin	0.86%
Garfield	0.04%
Grant	1.04%
Grays Harbor	1.39%
Island	0.60%
Jefferson	0.58%
King	24.46%
Kitsap	2.33%
Kittitas	0.46%
Klickitat	0.20%
Lewis	1.08%
Lincoln	0.10%
Mason	1.35%
Okanogan	0.52%
Pacific	0.49%
Pend Oreille	0.30%
Pierce	12.57%
San Juan	0.10%
Skagit	0.66%
Skamania	0.10%
Snohomish	9.74%
Spokane	10.70%
Stevens	0.89%
Thurston	5.78%
Wahkiakum	0.06%
Walla Walla	0.70%
Whatcom	3.32%
Whitman	0.31%
Yakima	3.52%

WA Cares Fund:

Registration for Services and Supports Providers

RCW 50B.04.010(2) lists 19 approved services and supports to be included in the WA Cares Fund (WCF) benefit. Benefits will be available to eligible beneficiaries starting July 1, 2026.

While beneficiaries of WCF will not be Aging and Long-Term Support Administration (ALISA) clients, DSHS is tasked with registering providers that meet specific minimum qualifications and operational standards [see **RCW 50B.04.020(3)(c)**]. Registration of qualified providers will include execution of a contract. As with client service contracts, contract execution for WA Cares will be managed by both ALISA and local Area Agencies on Aging (AAAs).

Below is the agreed-upon division of contracting responsibilities¹:

DSHS/ALISA

- Adaptive Equipment and Technology
- Adult Family Home, including Respite Care
- Assisted Living Facility, including Respite Care
- Care Transition Coordination Eligible Relative
- Financial Management Service (FMS)
- In-Home Personal Care (CDWA: Individual Providers), including Respite Care
- Memory Care
- Nursing Home, including Respite Care
- Professional Services (Nurse Delegation and Private Duty Nursing)

AAAs

- Adult Day services (Adult Day Care and Adult Day Health)
- Dementia Support (community-based)
- Education and Consultation
- Environmental Modification
- Home Delivered Meals (HDM)
- Home Safety Evaluation
- In-Home Personal Care (Home Care Agencies), including Respite Care
- Professional Services (Skilled Nursing)
- Services that Assist Paid and Unpaid Caregivers
- Transportation
- Personal Emergency Response System (PERS)

¹ If a provider chooses to serve the entire state rather than serving specific AAAs, ALISA will hold the registration contract (e.g., HDM, PERS, and transportation)

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