

CONTRACT AMENDMENT A

This CONTRACT AMENDMENT is made and entered into between KITSAP COUNTY, a municipal corporation, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "COUNTY", and Central Kitsap Foodbank, having its principal office at 3537 Anderson Hill Rd, Silverdale, WA 98383 (the Contractor).

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-569-24 and executed on December 4, 2024 shall be amended as follows:

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

1. **SECTION 1: Term and Effective Date of Contract** shall be amended as follows: The Contract is effective on October 1, 2024 and the termination date is extended from June 30, 2025 to June 30, 2026. In no event will the Contract become effective unless and until it is approved and executed.
2. **SECTION 7 Insurance 7.3 Commercial General Liability** shall be replaced in its entirety to increased \$2 million per occurrence and \$4 million aggregate limits at the time of insurance renewal as follows:

7.3 Commercial General Liability. The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than \$2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than \$4 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including contractual liability coverage.
3. **ATTACHMENT B: Statement of Work** shall be replaced in its entirety.
4. **ATTACHMENT C: Budget Summary** shall be replaced in its entirety. The contract revenue will increase by \$42,075 from \$25,000 to a new contract total \$67,075. The total amount payable under the contract, by the County to the Contractor in no event will exceed \$67,075. Funds from the previous contract term, ending June 30, 2025 are not carried over.
5. **ATTACHMENT D: SFY 2026 DSHS State/ Fed** shall be replaced in its entirety.
6. **ATTACHMENT F: Contractor Agreement on Nondisclosure of Confidential Information** form is replaced in its entirety. This form has been updated. It is to be signed by all staff and volunteers that interact with the service contract and retained at agency.
7. **ATTACHMENT M: Kitsap Audit Form** shall be replaced in its entirety. The Code of Federal Register (CFR) was updated and the threshold for requiring single audits has increased from \$750,000 to \$1,000,000 federal funds.

This amendment shall be effective as of July 1, 2025.

Dated this 2 day of OCT, 2025

Dated this 27 day of OCT, 2025

CENTRAL KITSAP FOODBANK



Chris Benson, Executive Director

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

NOT PRESENT

CHRISTINE ROLFES, chair



ORAN ROOT, Commissioner



KATHERINE T. WALTERS, Commissioner

ATTEST:



Dana Daniels, Clerk of the Board



ATTACHMENT B: Statement of Work

Older Adults Nutrition Project Kitsap Food Bank Coalition

The Contractor shall provide a combination of healthy food, replace an accessible ramp to the foodbank entrance and purchase a transit van logo to address food insecurity for older adults Kitsap County residents in accordance with all appropriate provisions of federal, state and local laws and regulations and all applicable state and federal statutes and rules, including but not limited to, the United States Code, the Code of Federal Regulations, HIPAA, the Revised Code of Washington, the Washington Administrative Code, and any and all Department of Social and Health Services (DSHS) home and Community Living Connections Administration (HCLA), and Area Agency on Aging (AAA)/Division of Aging and Long Term Care (ALTC) standards, guidelines, policy manuals, management bulletins and the contents of this subcontract; and according to the terms and conditions as specified in the Statement of Work; amended, revised or otherwise updated.

1. Funds awarded to the Contractor under this agreement are contingent upon the ability of the Contractor to spend the funds according to the Budget Summary (quarterly spending projection). The Budget Summary shall be a rate of spending during the period of the term of the Contract, which shall be in a manner as defined in this agreement for both parties. PROVIDED, if the Contractor fails to meet the Budget Summary, the total amount of the award may be reduced by an amount not to exceed the difference between the Budget Summary and the Actual spending for the period.

Unearned funds from one project period will not be carried over into any succeeding period.

If the cost of the project exceeds the Budget Summary the Contractor shall take action to reduce such excess cost in a manner mutually agreed upon by the County and Contractor.

2. The Contractor agrees to utilize all project income for the purposes of this grant.
3. Payment for services under this agreement will be by reimbursement of actual costs in accordance with the line item budget. The County must receive requests for reimbursement no later than the tenth (10th) day of the month following the month to be reimbursed.
4. For the purposes of audit, the Contractor shall receive an independent audit of activities conducted under this Agreement, conducted in accordance with generally accepted auditing standards to verify compliance with the terms and requirements of this Agreement and the accuracy and completeness of claims for reimbursement. However, if the combined federal assistance received by (Contractor) exceeds \$1,000,000 for the year, the audit must be in accordance with OMB Circular A-133.

Copies of the audit, management letter, and Kitsap County Audit form (Attachment M) shall be submitted to Kitsap County Department of Human Services within 9 months of the end of the Contractor's fiscal year.

5. The Contractor is required to comply with the requirements of the client tracking system used by Division of Aging and Long Term Care (ALTC) for these services. All service data is self-reported. Units of service for each client must be reported monthly, as described in the Attachment B Statement of Work.

The ALTC utilizes a computerized client tracking system to monitor and report on client services. The following demographics must be reporting monthly and accompany the billing reimbursement forms and shall be submitted to the ALTC in any or all of the following formats:

- (1) hard copy;
- (2) via HIPAA compliant electronic formats;
- (3) encrypted or secure email.

Data required or procedures for client tracking may change periodically and must follow DATA SECURITY REQUIREMENTS of this Contract in Attachment E.

- 6. The mandatory service reporting elements meet the Older Americans Act Performance System and Data Recording system.

A. BACKGROUND

The Washington State Legislature appropriated State General Funds to address food insecurity of older adults. This is one-time funding. It is reported as consumables.

B. ELIGIBILITY and SCREENING CRITERIA

- 1. To establish eligibility for project services provided through these funds, an individual must:
 - Be 60 years of age or older; or with Tribal affiliation 55 years or older
 - Reside in Kitsap County

C. PROGRAM REPORTING REQUIREMENTS

- 1. The Contractor shall provide monthly service data on older adults assisted through local projects. The total number served are reported by the Contractor. Monthly and recorded for the Older American Act Performance System.
- 2. Reference the Attachment M for the optional form to capture the service data. Required information includes:
 - Month of reporting
 - Total number of unduplicated served (over +60 years; +55 years for Tribally affiliated individuals)
 - Total number of service(s)/ unit(s) in the month
- 3. The service data will be entered by Aging & Long Term Care staff into the Community Living Connections (CLC) and Older American Act Performance reporting systems.

D. PROGRAM and SERVICE DESCRIPTION

This project is designed for a dedicated team of staff and volunteers to ensure Central Kitsap Food Bank will always be able to provide some combination of fresh produce, dairy items, and pantry staples that promote well balanced meals and overall wellness for seniors experiencing food insecurity. The project will cover the cost of a staff member for approximately 5 hours per week and fresh produce, dairy items, proteins, culturally relevant items, and shelf-stable items so our senior clients can receive nutritional food items regardless if the food bank otherwise would not have those items in stock. The project would also cover the cost of branding our transit van with the food bank logo and the renovation of our ADA access ramp, thereby allowing an easier way to get into the food bank when the stairs sometimes proves to be more difficult to navigate.

1. Project Timeline

July 1, 2025- June 30, 2026	Increase staff hours, purchase food, replace ramp and purchase transit van logo.
June 30, 2026	Report successes and assess next steps for program development

E. PROGRAM GOALS:

Projected participants served monthly	65
Projected participants served YTD (unduplicated)	1246

**ATTACHMENT C: Budget Summary
SFY 2026**

Payment amount and schedule is set forth below. No funds from the previous contract period ending June 30, 2025 shall be carried forward.

Program/Funding Source	Total	QTR 1 JUL 2025-SEP 2025	QTR 2 OCT 2025-DEC 2025	QTR 3 JAN 2026-MAR 2026	QTR 4 APR 2026-JUN 2026
OLDER ADULT FOOD BANK	42,075.00	15,423.85	8,885.00	8,884.00	8,882.15
Goods - food and related items	29,036.15	7,260.00	7,260.00	7,259.00	7,257.15
Staff Time (approx. \$125 a week)	6,500.00	1,625.00	1,625.00	1,625.00	1,625.00
Equipment - Ramp replacement	5,738.85	5,738.85	0.00	0.00	0.00
Equipment - Van logo	800.00	800.00	0.00	0.00	0.00
Match	0.00	0.00	0.00	0.00	0.00
No Match Required					
Total Project	42,075.00	15,423.85	8,885.00	8,884.00	8,882.15

Funding Source	CFDA #	Amount
N/A		

ATTACHMENT D: INTERLOCAL AGREEMENT AAA 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 subcontractor 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.

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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://oip.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the AAA is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the AAA shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the AAA shall:
- (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of the required audit, that the AAA has been paid unallowable costs under this Agreement, DSHS may require the AAA to reimburse DSHS in accordance with 2 CFR Part 200.
- (1) For any identified overpayment involving a subcontract between the AAA and a tribe, DSHS agrees it will not seek reimbursement from the AAA, if the identified overpayment was not due to any failure by the AAA.
29. **Survivability.** The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the expiration of the particular agreement shall survive. Surviving terms include, but are not limited to: Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:
- a. The Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to the AAA to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written

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

- (3) If the AAA's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the AAA. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
31. **Termination for Convenience.** The Contracts Administrator may terminate this Agreement or any in whole or in part for convenience by giving the AAA at least thirty (30) calendar days' written notice. The AAA may terminate this Agreement for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to: Central Contract Services, PO Box 45811, Olympia, Washington 98504-5811.
32. **Termination for Default.**
 - a. The Contracts Administrator may terminate this Agreement for default, in whole or in part, by written notice to the AAA, if DSHS has a reasonable basis to believe that the AAA has:
 - (1) Failed to meet or maintain any requirement for contracting with DSHS;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.
 - b. Before the Contracts Administrator may terminate this Agreement for default, DSHS shall provide the AAA with written notice of the AAA's noncompliance with the agreement and provide the AAA a reasonable opportunity to correct the AAA's noncompliance. If the AAA does not correct the AAA's noncompliance within the period of time specified in the written notice of noncompliance, the Contracts Administrator may then terminate the agreement. The Contracts Administrator may terminate the agreement for default without such written notice and without opportunity for correction if DSHS has a reasonable basis to believe that a client's health or safety is in jeopardy.
 - c. The AAA may terminate this Agreement for default, in whole or in part, by written notice to DSHS, if the AAA has a reasonable basis to believe that DSHS has:
 - (1) Failed to meet or maintain any requirement for contracting with the AAA;
 - (2) Failed to perform under any provision of this Agreement;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Agreement; and/or
 - (4) Otherwise breached any provision or condition of this Agreement.

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- d. Before the AAA may terminate this Agreement for default, the AAA shall provide DSHS with written notice of DSHS' noncompliance with the Agreement and provide DSHS a reasonable opportunity to correct DSHS' noncompliance. If DSHS does not correct DSHS' noncompliance within the period of time specified in the written notice of noncompliance, the AAA may then terminate the Agreement.
33. **Termination Procedure.** The following provisions apply in the event this Agreement is terminated:
- a. The AAA shall cease to perform any services required by this Agreement as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of clients, distribution of property, and termination of services.
 - b. The AAA shall promptly deliver to the DSHS contact person (or to his or her successor) listed on the first page this Agreement, all DSHS assets (property) in the AAA's possession, including any material created under this Agreement. Upon failure to return DSHS property within ten (10) working days of the Agreement termination, the AAA shall be charged with all reasonable costs of recovery, including transportation. The AAA shall take reasonable steps to protect and preserve any property of DSHS that is in the possession of the AAA pending return to DSHS.
 - c. DSHS shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. DSHS may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by DSHS.
 - d. If the Contracts Administrator terminates this Agreement for default, DSHS may withhold a sum from the final payment to the AAA that DSHS determines is necessary to protect DSHS against loss or additional liability. DSHS shall be entitled to all remedies available at law, in equity, or under this Agreement. If it is later determined that the AAA was not in default, or if the AAA terminated this Agreement for default, the AAA shall be entitled to all remedies available at law, in equity, or under this Agreement.
34. **Treatment of Client Property.** Unless otherwise provided in the applicable Agreement, the AAA shall ensure that any adult client receiving services from the AAA under this Agreement has unrestricted access to the client's personal property. The AAA shall not interfere with any adult client's ownership, possession, or use of the client's property. The AAA shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Agreement, the AAA shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the AAA from implementing such lawful and reasonable policies, procedures and practices as the AAA deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).
35. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement unless amended as set forth in Section 1, Amendment. Only the Contracts Administrator or designee has the authority to waive any term or condition of this Agreement on behalf of DSHS.

HIPAA Compliance

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

36. Definitions

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

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- m. "Subcontractor" as used in this HIPAA Compliance section of the Contract (in addition to its definition in the General Terms and Conditions) means a Business Associate that creates, receives, maintains, or transmits Protected Health Information on behalf of another Business Associate.
- n. "Use" includes the sharing, employment, application, utilization, examination, or analysis, of PHI within an entity that maintains such information.
- 37. **Compliance.** Business Associate shall perform all Contract duties, activities and tasks in compliance with HIPAA, the HIPAA Rules, and all attendant regulations as promulgated by the U.S. Department of Health and Human Services, Office of Civil Rights.
- 38. **Use and Disclosure of PHI.** Business Associate is limited to the following permitted and required uses or disclosures of PHI:
 - a. **Duty to Protect PHI.** Business Associate shall protect PHI from, and shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to EPHI, to prevent the unauthorized Use or disclosure of PHI other than as provided for in this Contract or as required by law, for as long as the PHI is within its possession and control, even after the termination or expiration of this Contract.
 - b. **Minimum Necessary Standard.** Business Associate shall apply the HIPAA Minimum Necessary standard to any Use or disclosure of PHI necessary to achieve the purposes of this Contract. See 45 CFR 164.514 (d)(2) through (d)(5).
 - c. **Disclosure as Part of the Provision of Services.** Business Associate shall only Use or disclose PHI as necessary to perform the services specified in this Contract or as required by law, and shall not Use or disclose such PHI in any manner that would violate Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information) if done by Covered Entity, except for the specific uses and disclosures set forth below.
 - d. **Use for Proper Management and Administration.** Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - e. **Disclosure for Proper Management and Administration.** Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
 - f. **Impermissible Use or Disclosure of PHI.** Business Associate shall report to DSHS in writing all Uses or disclosures of PHI not provided for by this Contract within one (1) business day of becoming aware of the unauthorized Use or disclosure of PHI, including Breaches of unsecured PHI as required at 45 CFR 164.410 (Notification by a Business Associate), as well as any Security Incident of which it becomes aware. Upon request by DSHS, Business Associate shall mitigate, to the extent practicable, any harmful effect resulting from the impermissible Use or disclosure.
 - g. **Failure to Cure.** If DSHS learns of a pattern or practice of the Business Associate that constitutes a violation of the Business Associate's obligations under the terms of this Contract and reasonable steps by DSHS do not end the violation, DSHS shall terminate this Contract, if feasible. In addition,

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

- h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.
 - i. Consent to Audit. Business Associate shall give reasonable access to PHI, its internal practices, records, books, documents, electronic data and/or all other business information received from, or created or received by Business Associate on behalf of DSHS, to the Secretary of DHHS and/or to DSHS for use in determining compliance with HIPAA privacy requirements.
 - j. Obligations of Business Associate Upon Expiration or Termination. Upon expiration or termination of this Contract for any reason, with respect to PHI received from DSHS, or created, maintained, or received by Business Associate, or any Subcontractors, on behalf of DSHS, Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to DSHS or destroy the remaining PHI that the Business Associate or any Subcontractors still maintain in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (Security Standards for the Protection of Electronic Protected Health Information) with respect to Electronic Protected Health Information to prevent Use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate or any Subcontractors retain the PHI;
 - (4) Not Use or disclose the PHI retained by Business Associate or any Subcontractors other than for the purposes for which such PHI was retained and subject to the same conditions set out in the "Use and Disclosure of PHI" section of this Contract which applied prior to termination; and
 - (5) Return to DSHS or destroy the PHI retained by Business Associate, or any Subcontractors, when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
 - k. Survival. The obligations of the Business Associate under this section shall survive the termination or expiration of this Contract.
39. Individual Rights.
- a. Accounting of Disclosures.
 - (1) Business Associate shall document all disclosures, except those disclosures that are exempt under 45 CFR 164.528, of PHI and information related to such disclosures.
 - (2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business

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

- (3) At the request of DSHS or in response to a request made directly to the Business Associate by an Individual, Business Associate shall respond, in a timely manner and in accordance with HIPAA and the HIPAA Rules, to requests by Individuals for an accounting of disclosures of PHI.
- (4) Business Associate record keeping procedures shall be sufficient to respond to a request for an accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

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

c. Amendment.

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

40. **Subcontracts and other Third Party Agreements.** In accordance with 45 CFR 164.502(e)(1)(ii), 164.504(e)(1)(i), and 164.308(b)(2), Business Associate shall ensure that any agents, Subcontractors, independent contractors or other third parties that create, receive, maintain, or transmit PHI on Business Associate's behalf, enter into a written contract that contains the same terms, restrictions, requirements, and conditions as the HIPAA compliance provisions in this Contract with respect to such PHI. The same provisions must also be included in any contracts by a Business Associate's Subcontractor with its own business associates as required by 45 CFR 164.314(a)(2)(b) and 164.504(e)(5) .
41. **Obligations.** To the extent the Business Associate is to carry out one or more of DSHS's obligation(s) under Subpart E of 45 CFR Part 164 (Privacy of Individually Identifiable Health Information), Business Associate shall comply with all requirements that would apply to DSHS in the performance of such obligation(s).
42. **Liability.** Within ten (10) business days, Business Associate must notify DSHS of any complaint, enforcement or compliance action initiated by the Office for Civil Rights based on an allegation of violation of the HIPAA Rules and must inform DSHS of the outcome of that action. Business Associate bears all responsibility for any penalties, fines or sanctions imposed against the Business Associate for violations of the HIPAA Rules and for any imposed against its Subcontractors or agents for which it is found liable.

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43. Breach Notification.

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

44. Miscellaneous Provisions.

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

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1. Definitions.

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

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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 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.
- 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

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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.

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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 CM/NS 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.

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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

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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.

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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.

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- (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

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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.

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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

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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.

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1519 Outcome and Performance Measures: The following outcomes and performance measures are incorporated into this Contract, as required by RCWs 70.320.040 and 74.39A.090:

a. Outcome: Health/Wellness

Performance Measures

- Adults' Access to Preventative/Ambulatory Care
- Alcohol/Drug Treatment Penetration
- Mental Health Treatment Penetration

b. Outcome: Stable housing in community/Quality of Life

Performance Measure

Home and Community-Based Long Term Services and Supports Use

c. Outcome: Reductions in costs and utilization/ Quality of Life

Performance Measure

Emergency Department Visits

d. Outcome: Reduction in Avoidable Hospitalizations

Performance Measure

Plan All-Cause Readmission Rate

When planning or delivering services under HCLA contracts, the AAA will take these outcomes and performance measures into account. Outcome and performance measure data will be gathered by DSHS and publicly reported at the Health Care Authority's Regional Service Area population level. DSHS will make AAA population level data for analysis available to the AAA at least annually.

1. **Washington Roads, The AAA shall provide Case Management for individuals living in subsidized housing that has been coordinated through HCLA regardless of whether they are currently eligible for or receiving waiver/state plan home and community-based services. Case management shall be provided in accordance with MB H13-072 and Chapters 5a, 5b and 30d of the LTC Manual, which includes contact by AAA staff within 14 days of receiving the case and monthly thereafter. If there is an immediate need, the AAA staff assigned must respond to the need promptly. The AAA staff shall follow all assessment timelines, including doing an annual assessment. Washington Roads clients not already counted as State Plan or Waiver clients will be included in the AAA clinical ratios as described in the Special Terms and Conditions in Billing and Payment Section b.**
2. **Senior Citizens Services Act (SCSA), The AAA shall provide services in accordance with chapter 74.38 RCW and all applicable regulations in chapter 388-71 WAC and chapter 388-106 WAC. SCSA funds are designed to restore individuals to, or maintain them at, the level of independent living they can attain. These alternative services and forms of care should be designed to both complement the present forms of institutional care and create a system whereby appropriate services can be rendered according to the care needs of an individual.**
3. **State Family Caregiver Support Program (SFCSP), The AAAs shall provide SFCSP services in accordance with Chapter 17a of the Long-Term Care Manual and in accordance with chapter 74.41 RCW and all applicable regulations in chapter 388-71 WAC, WAC 388-106-1200 to 1230, 388-78A-2202 -2208 and 388-97-1880. The AAA shall provide a multi-faceted system of support services**

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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.allsa.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

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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.

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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

Special Terms and Conditions

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

Special Terms and Conditions

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

Special Terms and Conditions

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).



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 (I); Administrative procedures for individual records- 5 USC § 552a (I); HIPAA Privacy and Security Rules, the Social Security Act, and chemical dependency rules at 42 CFR, Part 2) prohibit unauthorized access, use, or disclosure of confidential information. Civil penalties for violations of HIPAA Privacy and Security Rules may be imposed up to \$50,000 per violation for a total of up to \$1,500,000 for violations of each requirement during a calendar year. Criminal penalties may total up to \$250,000 and ten years imprisonment.
Regulatory Requirements and Penalties
In consideration for the Department of Social and Health Services (DSHS) granting me access to DSHS property, systems, and Confidential Information, I agree that I: 1. Will not access, use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law. 2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss. 3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information. 4. Have an authorized business requirement to access and use DSHS systems or property, and view its data and Confidential Information if necessary. 5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.

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



Department of Human Services

Doug Washburn
Director

KITSAP COUNTY DEPARTMENT OF HUMAN SERVICES

Sonya Miles
Deputy Director
Phone: 360.337.4858

Kesha Anderson - Evans
Office Supervisor
Phone: 360.337.6760 x 3530

Developmental Disabilities
Heidi Schellner, Coordinator
Phone: 360.337.4624

Behavioral Health
Julene Kinn, Executive Director
Phone: 360.337.4832

Mental Health/Chemical
Dependency/Therapeutic Court
Hannah Shostley, Coordinator
Phone: 360.337.4627

1/10th Affordable Housing
Joel Warren, Coordinator
Email: jwarren@kitsap.gov

Prenatal Services
William Badier, Program
Specialist
Phone: 360.337.4467

Substance Abuse Prevention/
Treatment and Youth Services
Laura Hyde, Coordinator
Phone: 360.337.4878
Substance Abuse Prevention
Deanne Jackson, Prevention
Coalition Coordinator
Phone: 360.337.4878

Aging & Long-Term Care
Senior Information & Assistance
Olympic Community Center
1028 Sidney Avenue, Suite 105
914 Division Street, MS-6
Port Orchard, WA 98366
Phone: 360.337.6790
1.800.562.9418
Fax: 360.337.4866
Sherry Smith, Administrator

Community Development
Block Grant
North Olympic Government
Center
346 6th Street, Suite 400
Bremerton, WA 98337
Fax: 360.337.4808
Bonnie Tufts, Coordinator
Phone: 360.337.4808

Housing and Homelessness
Carl Borg, Program Manager
Phone: 360.379.9027

Kitsap Recovery Center
Outpatient Services
1028 Sidney Road
Port Orchard, WA 98366
Inpatient and Detox Services
681 Taylor Street
Port Orchard, WA 98366
Fax: 360.334.8027
Marsha Ward, Clinical Manager
Phone: 360.337.6640

Workforce Development
3126 NW Randall Way
Silverdale, WA 98333
William Dowling, Director
Phone: 360.899.5625

Veterans Assistance
Steve Corcoran, Coordinator
Phone: 360.337.4811

Verification of Federal Funds

This form must accompany the agency independent audit when submitted to Kitsap County.

Agency: _____ Director: _____

Address: _____

Phone Number: _____ Email: _____

☐ 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
_____.

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 7/23/20252



607 Austin Avenue • 614 Division Street, MS-23 • Port Orchard, Washington 98366-4678
Main Line 360.337.6760 • FAX 360.337.6721
From: Olalla 253.861.4147 • Bainbridge Island 206.842.2061



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2025

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: Trina Maher
Kuresman Insurance	PHONE (A/C, No, Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6187
9307 Bay Shore Dr NW	E-MAIL ADDRESS: trinam@kuresmanins.com
Ste 101	
Silverdale WA 98383-8350	
INSURED	INSURER(S) AFFORDING COVERAGE NAIC #
Central Kitsap Food Bank, Inc.	INSURER A: WEST AMERICAN INSURANCE CO 44393
PO Box 748	INSURER B: OHIO SECURITY INSURANCE CO 24082
	INSURER C:
	INSURER D:
	INSURER E:
Silverdale WA 98383	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2561214330

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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		BKW56224254	4/3/2025	4/3/2026	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BAS57701854	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ BACEE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

KITSAP COUNTY DIV OF AGING
AND LONG TERM CARE
STACY SMITH, DIRECTOR
614 DIVISION ST MS5
PORT ORCHARD, WA 98366

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/TM

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ADDITIONAL COVERAGES

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. 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:

- a. Any one premise:

- (1) While rented to you; or
- (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

- 9.a. 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 protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** 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 bonds.

2. Paragraph 1.d. is replaced by the following:

- 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 **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (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; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) 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
- (2) 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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

- (1) 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
- (2) 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.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is 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.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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