KC-288-24-A
CFDA#: (N/A)
DUNS#: 79-862-4086

CONTRACT AMENDMENT
A

This contract for Human Services (the Contract) is entered into by Kitsap County, a municipal corporation, having its principal offices at 614 Division Street, Port Orchard, Washington, 98366 (the County) and Kitsap Home Care Services, having its principal office at 2540 Cascades Pass Blvd., Suite 100, Bremerton, WA 98312, hereinafter "Contractor".

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Contract, numbered as Kitsap County Contract No. KC-288-24 and executed on June 10, 2024, shall be amended as follows:

1. **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.

2. **Section 17. MISCELLANEOUS**
   17.14 Attachments. All attachments are replaced in their entirety.
   - **Attachment A-2: Medicaid Special Term and Conditions**
   - **Attachment B-1: Home Care Agency Statement of Work**
   - **Attachment D: Interlocal Agreement (FY 2025 State/Fed)**
   - **Attachment F: Contractor Agreement on Nondisclosure of Confidential** Information

3. **17.18 Russian Government Contact and/ or Investments.** Contractor shall abide by the requirements of Governor Jay Inslee's Directive 22-03 and all subsequent amendments. The Contractor, by signature to this Contract, certifies that the Contractor is not presently an agency of the Russian government, an entity which is Russian-state owned to any extent, or an entity sanctioned by the United States government in response to Russia's invasion of Ukraine. The Contractor also agrees to include the above certification in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor does not comply with this certification. DSHS may immediately terminate this Contract by

providing Contractor written notice if Contractor does not comply with this certification during the term hereof.

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

Dated this 7 day of Jan, 2025

Kitsap Home Care Services

Michael Closser, Administrator/CEO

Dated this 27 day of January, 2025

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHRISTINE ROLFES, Chair

ORAN ROOT, Commissioner

KATHERINE T. WALTERS, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

Attachment A-2: Medicaid Special Terms and Conditions

1. **Additional Client Rights.**

   a. In compliance with Title VI of the Civil Rights Act of 1964, and under RCW 2.42.010, RCW 2.43.010, RCW 74.04.025, and RCW 49.60.010, the Contractor is responsible to provide or arrange for language services to clients with Limited English Proficient (LEP). The Contractor shall ensure their staff working with Clients with LEP can effectively communicate with them. When communicating in writing, the Contractor shall ensure that DSHS Clients have access to documents translated into the Client's primary language. The Contractor must not discriminate against individuals with LEP.

   b. In compliance with the Americans with Disabilities Act (ADA) of 1990, under RCW 2.42.010 and RCW 49.60.010, the Contractor is responsible to provide or arrange for language services when working with a DSHS Client who is deaf, deaf-blind, or hard of hearing. The Contractor must provide language assistance services at no cost to Clients who are deaf, deaf-blind, or hard of hearing. The Contractor must not discriminate against individuals with any disability.

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

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

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

5. **Provider Screenings.**

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

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

6. **Duty to Disclose Business Transactions.**

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

(1) When the prospective Contractor submits their initial application;

(2) When the prospective Contractor signs the contract;

(3) Upon request of the Department at contract revalidation/renewal;

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

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

c. Under 42 CFR §455.105(b), within thirty-five (35) days of the date of a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, Contractor must submit full and complete information related to Contractor's business transactions that include:

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

(2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five (5) year period ending on the date of the request.

d. 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).

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

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

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

Washington State False Claims Act;

b. Policies regarding the handling and protection of whistleblowers;

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

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

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

10. **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.

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

Attachment B-1: Home Care Agency Statement of Work

Special Terms & Conditions

Home Care Agency Statement of Work

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Special Terms & Conditions

Home Care Agency Statement of Work

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

I. SERVICE DELIVERY

A. Authorized Services

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

Relief Care

Relief care is the authorization of personal care services to relieve another personal care worker.

Bath Aide

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

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

- Change simple dressings.

Bath aide services exclude tasks that clearly should be provided by certified medical professionals, such as Registered Nurses, Licensed Practical Nurses, or therapists. Bath aide services will be provided at a rate negotiated by the AAA and home care agency.

Skills Acquisition Training

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

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

Housework & Errands

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

errands for those trips that the caregiver is unable to perform due to caregiving; or c) Providing these services to benefit a TSOA individual.

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

Housework authorized may include:

- cleaning kitchens and bathrooms;
- sweeping, vacuuming, and mopping floors;
- dusting furniture;
- assistance with laundry (washing, drying, ironing and folding clothes);
- changing bedsheets and making the bed;
- cleaning ovens;
- washing interior windows and walls of areas of the home used by the caregiver and/or client;
- defrosting freezers.

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

Household tasks not included in Housework & Errands service:

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

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

Services Authorized Through ProviderOne:

The services authorized will be communicated to the Contractor via the CARE Assessment Details and Service Summary documents or the MTP care plan. The Contractor will receive communication of the authorized units, client responsibility (including participation), and the start and end period of the authorization on the ProviderOne authorization list page for newly authorized clients receiving personal care services under Aging & Long-Term Support Administration (ALTSA) and/or Developmental Disabilities Administration (DDA) Medicaid State Plan Community First Choice (CFC) or Medicaid Personal Care (MPC), New Freedom

Waiver, Chore, Adult Protective Services (APS), Roads to Community Living (RCL), Tailored Supports for Older Adults (TSOA), Medicaid Alternative Care (MAC) or Veteran Directed Home Services (VDHS) or Skills Acquisition Training Services under CFC.

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

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

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

3. The rate and the unit type;

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

5. Other pertinent information on invoicing and taxes.

Services Authorized Outside ProviderOne:

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

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

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

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

The Contractor may develop its own "Home Care Agency Plan of Care" provided it meets Department of Health requirements (WAC 246-335-440) and includes at least the

detail included in the CARE assessment Details (caregiver instructions), and service summary.

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

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

Tailored Caregiver Assessment and Referral TCARE®

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

A CARE assessment will be used for Roads to Community Living (RCL) respite services.

C. Staff and Service Implementation

The Contractor shall employ a staff sufficient in size to ensure that authorized clients receive services in a timely manner. All staff shall have agency identification while working with clients.

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

1. For periods as short as one (1) hour;
2. In the evening;
3. During the weekend; or
4. On holidays.

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

Worker

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

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

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

Substitute Home Care Agency Workers

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

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

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

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

Non-emergency Referrals

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

Urgent Referrals

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

D. Minor Changes in the Service Plan

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

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

E. Inability to Deliver Service

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

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

F. Semi-annual Supervisor In-home Visits

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

G. Client Case Record Documentation

The Contractor shall comply with WAC 248-335, the Health Insurance Portability Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and other regulations regarding privacy and safeguarding of client health information. At a minimum, the Contractor shall maintain the following documentation:

1. DSHS/AAA/DDA, assessment details and Service Summary or MTP care plan with access to client authorizations upon request;

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

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

4. Client Consent to Services*;

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

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

7. Client responsibility if applicable*;

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

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

* These items may be individual or combined documents.

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

EVV is defined as "a system under which visits conducted as part of personal care services are electronically verified with respect to the:

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

Home Care Agencies providing personal care authorized through ProviderOne are required to meet all EVV requirements and policies set by DSHS, including those communicated through MB. For this statement of work EVV requirements and policies are detailed in a management bulletin.

The home care agency must maintain all records related to EVV, alternative verification, or manual entry and provide these records to the appropriate department or designee staff for review when requested.

I. Task Sheets

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

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

J. Service Area & Referrals

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

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

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

K. Incidents/Accidents during Service Delivery

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

1. Details of actions taken;
2. Identification of potential training needs;
3. Outcomes/evaluation; and
4. Notification to the client's Case Manager/Social Worker within one (1) workday of an incident that might result in changes to the CARE Assessment Details and Service Summary, MTP care plan or the amount of services authorized.

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

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

10. Suspected criminal activity; and

11. Death.

L. Disaster Response

The Contractor shall have a written plan for serving currently authorized clients during periods when normal services may be disrupted and how business operations will continue. This may include natural or manmade disasters/emergencies (significant power outages, earthquakes, floods, snowstorms, pandemic illness, etc.)

The plan needs to pay particular attention to those clients who are at most risk and include:

1. Criteria used to identify those clients who are at most risk;

2. Procedures to contact high risk clients and referral to first responders as needed;

3. Emergency communication methods and procedures; and

4. Communication procedures with DSHS/AAA to report operational status.

The Contractor shall participate in coordination of Disaster/Emergency Response Plans with the AAA.

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

M. Identification Cards to Enter a Client's Home

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

N. Mandated Reporting

All employees of the Contractor are mandatory reporters of abuse and neglect of vulnerable adults and children as required under RCW 74.34.035, RCW 74.34.020, and RCW 26.44.030. The employee and the Contractor must immediately report all suspected incidents to the appropriate protective services and shall not impede or interfere with any DSHS or law enforcement investigation. When there is reason to suspect that the death of a vulnerable adult was caused by abuse, neglect, or abandonment by another person, mandated reporters shall, pursuant to RCW

68.50.020, report the death to the medical examiner or coroner having jurisdiction, as well as the department and local law enforcement, in the most expeditious manner possible. Contractor employees shall not be discouraged from reporting suspected incidents by any other Contractor employee. Suspected incidents that must be reported are defined in RCW 26.44.020 and 74.34.020 and include:

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

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

O. Discharge or Transition of Clients

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

P. In-home Nurse Delegation

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

II. PERSONNEL

A. Criminal Background Checks

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

includes a Washington State Name and Date of Birth check and an FBI fingerprint-based check.

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

The Contractor shall use a Developmental Disabilities Administration (DDA) and or Aging and Long-Term Support Administration (ALTSA) BCCU account number. If providing services to both DDA and ALTSA clients a BCCU account number from each administration is required. MB H14-050 provides directions on when to use each account.

Contractors are only permitted to use their Developmental Disabilities Administration or Aging and Long-Term Support Administration BCCU account numbers for employees that may be performing work under this contract.

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

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

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

Background Check Review Process is listed below:

- The signed and dated Background Authorization form can be completed online or the agency can input online for the worker after receiving the signed and dated background check authorization form from the worker.
- The signed and dated fingerprints check form will be placed in the workers file with a copy given to the worker.
- BCCU will provide a Background Check Results letter that is now called Notification of Background Check Results and will provides results of the Washington State Name and Date of Birth check to the Contractor, including the identifying Originating Case Agency (OCA) (Inquiry ID) number that is required for the FBI fingerprint-based portion of the background check.
- If the home care agency worker is not disqualified based on the name and date of birth portion of the background check, the Contractor completes the FBI fingerprint-based check by using the OCA number and the Fingerprint Appointment form to schedule a fingerprinting appointment with the currently contracted DSHS fingerprint vendor, the electronic fingerprinting company that is contracted with DSHS to complete electronic fingerprinting.
- DSHS will be billed for all fingerprinting completed through the currently contracted DSHS fingerprint vendor. If the Contractor decides to use a different

DSHS approved fingerprinting vendor, such as law enforcement, the Contractor will be responsible for the cost.

- BCCU will receive the fingerprints, submit them to the Washington State Patrol-WSP and FBI, and send the Notification of Background Check Results to the Contractor.
- Background check results are clearly listed as one of the following:
  - No Record
  - Review Required
  - Disqualify
  - Additional Information Needed

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

		through a provisional hire but must submit the needed information to BCCU and resolution must be reached by the 120th day. **Result of renewal:** Applicant must submit the needed information to BCCU and resolution must be reached within 30 days. Renewal/Recheck timeframes must still be met.

- More details about the background check results letters can be found in MB H15-070. A list of disqualifying convictions and negative actions can be found here: http://dshs.wa.gov/bccu/bccucrimeslist.shtml and or listed in WAC 388-113-005 through 388-113-0040 The WSP may reject a home care agency worker's fingerprints for many reasons, and the worker must immediately schedule another appointment for fingerprinting. The WSP may request repeated fingerprints until they determine that they have received the best prints possible.
- The WSP then sends the fingerprints to the FBI. The FBI may reject prints twice before they determine that they will complete a federal name and date of birth check. ***BCCU will inform you when they receive the final decision by the WSP/FBI.***

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

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

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

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

2. Fingerprint check appointment has been scheduled

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

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

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

2. Has a substantiated finding of abuse, neglect, or exploitation by either Adult or Child Protective Services;

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

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

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

The Contractor must share background check results and criminal history information per WAC 388-113-0105. The Contractor is permitted to share per WAC 388-113-0107.

B. Training and Certification of Home Care Agency Workers

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

Prior to the Contractor hiring a worker the documents to be reviewed are listed in WAC 388-71-0971.

1. Certification

Home care agency workers are considered long-term care workers and must meet the Home Care Aide or other qualifying credentialing requirements, (unless they meet the exemptions) RCW 18.88b, WAC 246-980 and WAC 388-71.

Contractor non-exempt home care agency workers are to be paid for time spent attending all required trainings. Exempt home care agency workers are paid for time

spent attending required continuing education. Reimbursement for training will be based on an allocation of training costs across all the Contractor's applicable funding sources.

2. Training/Certification Exemptions

Exemptions from obtaining a Home Care Aide certification can be found in WAC 246-980-025. Exemptions from the seventy-hour, thirty hour or twelve-hour basic training requirement can be found in WAC 388-71-0839. Exemptions from the continuing education requirements can be found in WAC 388-71-1001. Effective July 28, 2013 registered, advanced Registered Nurse Practitioner and Licensed Practical Nurses are exempt from the CE requirement.

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

3. Training

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

a) Orientation/Safety Training;

b) Basic Training (core competencies and population-specific competencies);

c) Continuing Education;

d) Nurse Delegation Training, when applicable; and/or

e) Nurse Delegation: Special Focus on Diabetes, when applicable.

The Contractor may train their own home care agency workers if they contract with ALTSA as a Community Instructor.

The Contractor shall provide on-going training on agency policy and procedures.

The specific training components include:

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

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

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

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

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

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

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

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

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

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

C. Compensable Time for Home Care Agency Workers

The Contractor is required to provide compensation to its employees consistent with the Fair Labor Standards Act (FLSA) and RCW 49.46. Compensable time for home care agency workers is factored into the hourly vendor rate for client services.

D. Home Care Agency Worker Health Benefits

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

E. **Personal Automobile Insurance Coverage or Waiver**

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

F. **Home Care Agency Worker Records**

The Contractor shall maintain the following documentation for each home care agency worker:

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

G. **Supervision**

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

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

The Contractor supervisors shall ensure and document the home care agency worker receives the following:

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

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

3. On-going training related to service delivery.

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

H. Supervisory Training

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

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

Written documentation of supervisory training will be kept in the supervisor's personnel file.

I. Employee Risk Based Screening

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

J. Personal Protective Equipment

The Contractor shall provide staff with personal protective equipment per WAC 246-335.

III. BUSINESS OPERATIONS

A. Reporting Requirements

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

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

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

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

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

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

B. Prior Notification of Changes

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

C. Change in Ownership

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

1. Transferring ownership, either whole or part, to a new owner;

2. Adding a new owner;

3. Dissolving a partnership or corporation;

4. Merging with another entity taking on that entity's identity or;

5. Consolidating with another entity, creating a new identity.

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

During the change in ownership, services to clients will be maintained with every effort made to avoid disruptions. Clients will be informed in writing of the change in ownership following submission of the application for change in ownership with the Department of Health and be given information on their freedom of choice of provider. Clients will not be prohibited or penalized in any way for choosing to find another provider.

The AAA will have 90 days in which to review the business operations following any change in ownership. At the end of the 90-day period the AAA may exercise one or more of the following options.

a) Continuing the existing contract

b) Conducting a comprehensive monitoring of the new agency and placing the agency under a corrective action plan (contingent on the outcome of the monitoring)

c) Terminating the contract

D. Accessibility

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

E. Subcontracting

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

F. Bribes, Kickbacks and Rebates (self-referrals)

The Contractor is prohibited from offering or paying any remuneration to induce a person or organization to refer an individual for the furnishing of any service for which a payment is made for medical assistance as outlined in RCW 74.09.240. Prohibited activities include but are not limited to 1.) offers of, or payment of bonuses for the referral

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

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

G. Conflict of Interest

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

H. Employee-Client Relationship

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

Exemption to employee-client relationship MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception.

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

I. Compliance

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

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

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

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

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

2. Termination of the contract.

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

1. Suspension of new client referrals;

2. Termination of the Contractor's authorizations to provide services to existing Clients and/or;

3. Termination of the contract.

J. Coordination of Services

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

1. Medical professionals;

2. Physical and occupational therapists;

3. Mental health therapists and counselors;

4. Speech therapists;

5. Home health services;

6. Hospice services;

7. Other home care agency providers;

8. School personnel;

9. DDA nurses; and

10. Transit services.

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

Contractor may coordinate service delivery with other service providers to mutually support the delivery of home care services and/or assess the welfare and well-being of high-risk clients during a natural and/or man-made disaster. Contractors may develop agreements with other service providers that include, but not be limited to:

1. Provision of in-home care services to clients when the Contractor is unable to provide scheduled services;

2. Shared office space;

3. Shared communication technology and equipment;

4. Shared resources including personnel; and

5. Other administrative support as necessary to provide in-home care services to clients.

IV. BILLING

A. Service Provision

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

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

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

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

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

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

Payment shall not be made for the following:

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

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

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

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

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

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

6. Units provided to a client of the Contractor by an employee of the Contractor who is a family member of the client; Exception as written in MB H17-091 Home Care Agency family member policy and tribal member exception;

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

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

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

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

The Contractor will be liable for any overpayment resulting from billings that do not conform to the requirements above or that are otherwise unverifiable or inaccurate. Any overpayment for inappropriate billings to ProviderOne will be made directly to DSHS/HCA in accordance with DSHS-AP-19-85-54 (Overpayments to the Office of Financial Recovery); DSHS-AP-19-85-53 (Audit Overpayments Identified via External or Internal Audits for Contractors, Clients, and Providers/Vendors); DSHS-AP-10-02 (Overpayments and Debts for Providers and Vendors); and 42 CFR § 433.316 (When Discovery of Overpayment Occurs and its Significance).

The Contractor may not bill the AAA for services that have been denied for payment by ProviderOne.

Any overpayment for the services paid by the AAA shall be made based on instructions from the AAA.

B. Billing for Attempts to Deliver Services

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

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

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

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

C. Client Responsibility for Payment

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

D. Training Reimbursement for Home Care Agency Workers

Reimbursement for home care agency worker training wages is established by the legislature as equal to the hourly wage of an Individual Provider. Training wage reimbursement is to be based on an allocation of costs across all Contractor's funding sources consistent with Federal Law. Contractors are to submit to the AAAs their cost

allocation plan for approval. The Contractor will submit invoices for training hours directly to AAA as stipulated in billing procedures. The AAA will reimburse at the training wage rate according to the Contractor's AAA approved cost allocation plan.

E. Agency Worker Health Insurance (AWHI) Payment

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

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

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

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

Contractor AWHI receipts and expenditures will be part of the required scope of the independent financial review or audit report in Section III-A.2. Any unspent AWHI funds will be returned to the state within 30 days of completion of the review or audit or more frequently if desired by Contractor. All payments to the state are to be accompanied by ALTSA's Reconciliation of Eligible AWHI Expenditures.

Non-compliance with this requirement may result in contract actions such as Suspension of Referrals, Overpayment Collection, or Agreement Termination.

F. Standards for Fiscal Accountability

The Contractor's fiscal management system shall:

1. Provide accurate, current, and complete disclosure of the financial status of each contract pursuant to U.S. Generally Accepted Accounting Principles or basic accounting principles, as appropriate principles; and
2. Report all revenue and expenditures in a manner consistent with US Generally Accepted Accounting Principles or basic accounting principles, as appropriate.

The Contractor agrees to maintain written accounting procedures.

G. Compliance with the Federal Deficit Reduction Act of 2005.

Any home care agency receiving annual Medicaid payments of $5 million or more must provide education regarding federal and state false claims laws for all its employees, Contractors and/or agents as stated in section 1902 (a)(68) of the Social Security Act. If the Contractor meets that threshold, the law requires the following:

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

2. Policies regarding the handling and protection of whistleblowers;

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

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

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

H. **Medicaid Fraud Control Unit (MFCU).**

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

ATTACHMENT D-1: INTERLOCAL AGREEMENT AAA AGREEMENT STATE/ FEDERAL [DSHS Agreement #2469-57069 Effective July 1, 2024- June 30, 2025]. 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.

AAA General Terms And Conditions

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

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

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

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

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

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

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

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

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

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

17. **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.

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

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

    b. State of Washington statues and regulations;

    c. ALTSA Management Bulletins and policy manuals;

    d. This Agreement; and

    e. The AAA's Area Plan.

19. **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.

20. **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.

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

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

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

22. **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

23. **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.

24. **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.

25. **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.

26. **Subcontracting.**

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

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

c. Any subcontracts shall be in writing and the AAA shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all client services Subcontracts unless an exception to including a particular term or terms has been approved in advance by DSHS.

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

e. When the nature of the service the subcontractor is to provide requires a certification, license or

approval, the AAA may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.

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

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

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

27. Subrecipients.

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

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

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

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

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

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

(6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to

https://ojp.gov/about/offices/ocr.htm for additional information and access to the aforementioned Federal laws and regulations.)

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

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

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

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

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

28. 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.

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

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

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

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

(2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

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

Contract for services rendered prior to the retroactive date of termination.

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

30. **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.

31. **Termination for Default.**

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

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

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

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

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

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

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

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

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

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

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

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

32. **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.

33. **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).

34. **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.

35. **Definitions**

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

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

Services, Office for Civil Rights.

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

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

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

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

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

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

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

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

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

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

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

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

36. **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.

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

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

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

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

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

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

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

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

h. Termination for Cause. Business Associate authorizes immediate termination of this Contract by DSHS, if DSHS determines that Business Associate has violated a material term of this Business

Associate Agreement. DSHS may, at its sole option, offer Business Associate an opportunity to cure a violation of this Business Associate Agreement before exercising a termination for cause.

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

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

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

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

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

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

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

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

38. Individual Rights.

a. Accounting of Disclosures.

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

(2) Within ten (10) business days of a request from DSHS, Business Associate shall make available to DSHS the information in Business Associate's possession that is necessary for DSHS to respond in a timely manner to a request for an accounting of disclosures of PHI by the Business Associate. See 45 CFR 164.504(e)(2)(ii)(G) and 164.528(b)(1).

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

(4) Business Associate record keeping procedures shall be sufficient to respond to a request for an

accounting under this section for the six (6) years prior to the date on which the accounting was requested.

b. Access

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

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

c. Amendment

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

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

39. 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).

40. 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).

41. 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.

42. 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.

43. Miscellaneous Provisions.

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

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

Special Terms and Conditions

1. Definitions.

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

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

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

d. "Allowable costs" are those costs necessary and reasonable for proper and efficient performance of this Agreement and in conformance with this Agreement. Allowable costs under federal awards to local or tribal governments must be in conformance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; allowable costs under federal awards to non-profit organizations must be in conformance with OMB Circular A-122, Cost Principles for Non-Profit Organizations.

e. "Area Plan" means the document submitted by the AAA to DSHS for approval every four years, with updates every two years, which sets forth goals, measurable objectives, outcomes, units of service, and identifies the planning, coordination, administration, social services and evaluation of activities to be undertaken by the AAA to carry out the purposes of the Older Americans Act, the Social Security Act, the Senior Citizens Services Act, or any other statute for which the AAA receives funds.

f. "Assignment" means the act of transferring to another the rights and obligations under this Agreement.

g. "Business Associate" means a Business Associate as defined in 45 CFR 160.103, who performs or assists in the performance of an activity for or on behalf of the Covered Entity that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate under this Agreement includes Business Associate's employees, agents, officers, subcontractors, third party contractor's, volunteers, or directors.

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

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

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

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

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

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

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

o. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5000 or more per unit.

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

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

r. "Older Americans Act" refers to P.L. 106-501, 106th Congress, and any subsequent amendments or replacement statutes thereto.

s. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

t. "PHI" means protected health information and is information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 CFR 160 and 14. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 CFR 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USCA 1232g(a)(4)(b)(iv).

u. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://slc.leg.wa.gov/.

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

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

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

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

z. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-

through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.

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

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

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

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

3. **Consideration.** Total consideration payable to the AAA for satisfactory performance of the work under this Agreement is a maximum of **$5,063,924**, including any and all expenses and shall be based on the attached Exhibit B, Budget.

4. 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 and Nursing Services for MPC, COPES, MNIW, and Chore clients, DSHS will pay to the AAA all allowable and allocable costs incurred as evidenced by proper invoice in accordance with the ADSA 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 **$246.13** 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.

DSHS and the AAA recognize that each are balancing multiple changing factors that could negatively impact both caseload ratios—a few examples would be (1) staff turnover, (2) high volume of case transfers and (3) statewide Paid Medical Leave Program. The AAA may present good cause reasons and supporting data why they were not able to reach the statewide caseload ratio and their plan to reach their target each in the next quarter.

As the legislature has funded all AAAs to staff on average a maximum of 75 clients to each clinical staff, in SFY25, beginning July 1, 2024, the CM/NS Unit Rate payment may, at DSHS' discretion, be adjusted monthly if the contractually obligated caseload ratio of clients to clinical (Case Management/Nursing staff) exceeds 75:1.

Special Terms and Conditions

Payment for **Core Services Contract Management** for Medicaid State Plan, Waiver, Roads to Community Living (RCL)/WA Roads, and state-funded Chore clients will be based on a monthly rate of **$14.75** 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. In addition, a percentage of in-home cases authorized with a service, but no personal care, will be paid at the full unit rate.

The average monthly projection of such cases over the course of this Agreement is **1,146**. 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.

If ADS or Pierce meet their quarterly targeted net growth of New Freedom cases as described in section 1.g of Exhibit A Statement of Work, they will receive a Unit Rate enhancement of 5% for all New Freedom client cases billed during that quarter. This funding will not be reflected in the contract budget or maximum consideration

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

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.

c. **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 4.3% in SFY25. Any additional requests for SCSA or other local fund sources to be matched must be approved by ALTSA and may require additional FTE to be purchased with these funds. A new clinical ratio or case handling ratio will be negotiated with ALTSA 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 ALTSA.

d. **Local Matching Funds schedule**: The AAA 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. ALTSA may waive the Ratio buydown requirement if it is not met.

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

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

f. **PACE.** Payment of **$381.74** per client per year for annual assessment services, including significant change and interim 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 AAA only) can only receive reimbursement once in a twelve-month period.

5. **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.

6. **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.

7. **Duty to Disclose Business Transactions.**

a. Pursuant to 42 CFR 455.105(b), within 35 days of the date on a request by the Secretary of the U.S. Department of Health and Human Services or DSHS, Contractor must submit full and complete information related to Contractor's business transactions that include:

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

(2) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

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

8. **State or Federal Audit Requests.** The contractor is required to respond to State or Federal audit

requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either State or Federal agency staff or their designees.

9. **Sovereign Immunity – Colville and Yakama only.** Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Indian Nation's sovereign immunity.

Special Terms and Conditions

Exhibit A, Statement of Work

The AAA shall provide the following services, as specified in the AAA's current area plan, either directly or through administrative oversight or subcontractors. 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/ALTSA standards, guidelines, policy manuals, and management bulletins, including management bulletins that grant or remove temporary COVID-19 flexibilities.
If a proposed change or combination of changes in any DSHS/ALTSA 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.

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. Any core revenues accrued through the unit rates must be used in Aging and Long-Term Support Administration Medicaid-funded long-term supports and services (LTSS), the Department's integration of care efforts or implementation of Evidence Based Practices (EBP) in Home & Community Based Services (HCBS), or in support of services that may divert or delay individuals from utilizing Medicaid LTSS. AAAs must report their TXIX Medicaid cumulative ending balance and annual expenditures for Case Management/Nursing Services and Core Services Contract Management to ALTSA at their fiscal year-end close.

   a. Core Services Contract Management. The AAA will manage subcontracts with qualified providers of agency personal care and PERS services for Medicaid/Chore clients and Developmental Disabilities Administration (DDA) Medicaid clients. For ALTSA 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 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 complete review 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, Southeast, Eastern, LMT and Central AAAs only: The AAA may provide

contracted nursing services for ALTSA clients and/or DDA 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/ALTSA or local requirements, subcontract development and monitoring, service planning and system development.

d. Case Management. The AAA shall provide Case Management for Community First Choice, Medicaid Personal Care, CFC/COPES Waiver, RCL, and Chore clients receiving services in their own homes as described in the Long-Term Care Manual, and in compliance with chapter 74.34 RCW, chapter 74.39 RCW, chapter 74.39A RCW, and all applicable regulations in chapter 388-71 WAC, chapter 388-106 WAC, and chapter 246-335 WAC.

The AAA will plan to maintain no more than a maximum average ratio of Medicaid/Chore/WA Roads clients to Clinical (Case Manager/Nursing) FTE, as defined by DSHS/ALTSA 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/ALTSA or local requirements, subcontract 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 $984.65 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 subcontracts 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 $1,035.05 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 applications.

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 and ADS of Seattle/King County 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/ALTSA 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 must ensure all Case Managers actively educate clients or their representatives at Annual or Significant Change assessments about their choice of programs to achieve a net growth that includes conversions of existing clients, new clients from HCS, and clients exiting the program. ADS' target will be a net growth curve of 35 cases per quarter. Pierce's target will be a net growth curve of 15 cases per quarter. When these targets are achieved, the AAA will receive an additional Unit Rate enhancement of 5% for all NF clients billed during that quarter.

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/ALTSA or local requirements.

1. 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:

   (1) Outcome: Health/Wellness

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

   (2) Outcome: Stable housing in community/Quality of Life

   Performance Measure
   - Home and Community-Based Long Term Services and Supports Use

   (3) Outcome: Reductions in costs and utilization/ Quality of Life

   Performance Measure
   - Emergency Department Visits

   (4) Outcome: Reduction in Avoidable Hospitalizations

   Performance Measure
   - Plan All-Cause Readmission Rate

   When planning or delivering services under ALTSA 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.

2. **Washington Roads.** The AAA shall provide Case Management for individuals living in subsidized housing that has been coordinated through ALTSA 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.

3. **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.

4. **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 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/ALTSA 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/ALTSA 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/ALTSA 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/ALTSA Intranet site, in the TCARE Online Resources page. http://intra.altsa.dshs.wa.gov/tcare/memory.htm

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

d MCWS Proposed Targets and Funding. Each AAA will submit to DSHS/ALTSA proposed target numbers for the remainder of FY 2025 (caregiver/care receiver dyads) for MCWS by January 31, 2025, along with the semi-annual report detailed in the final paragraph of this MCWS section. This proposal will reflect the total number of dyads to be served with the combined MCWS-specific and FCSP funding and take into account what has been learned over the last year about average days of utilization per month/year per caregiver, and anticipated program income/participation.

For SFY 2025, DSHS/ALTSA will allocate the same amount of MCWS funding to King as was allocated for SFY 2024: $82,447.

e MCWS Tracking Expenditures and Reporting. The SFCSP BARS includes a line for billing to the MCWS line; this line is used by King only. -

To ensure optimal use of this funding, progress towards target numbers and expenditures will be assessed once the 1st quarter report with a due date of October 31, 2024, is received. In addition, the semi-annual reports covering the periods (July - December 2024 due January 31, 2025 (with data as of December 31, 2024) and January – June 2025, due July 30, 2025) are required and should include the same information detailed above for the 1st quarter report.

5. **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 one-time 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—Revised 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/ALTSA Kinship Program Manager.

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

Policy for KNP is in the LTC Manual Chapter 17c.

Tribal Kinship Navigator Program (TKN) was funded through state legislature in 2017. Eight tribes originally applied and were selected to participate. Currently, seven tribes are running TKN program. They include Yakama, Colville, Port Gamble S'Klallam, Quileute, Lummi, Samish, and Makah. Policy for TKN are in the LTC Manual Chapter 17c.

Kinship Navigator EBP Pilot (LMT, Pierce, SE ALTC)
In 2018, ALTSA 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, ALTSA 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 sixth 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.

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.

Special Terms and Conditions

The legislature has allocated funds for SFY25 for each of the three pilot AAAs (PSA 5, 8 & 9) to support the case management model while we await an evidence-based status. All three case management pilot sites have current KNP programs. The sites will also share funding in SFY25 for continuation of kinship support groups. This money should be treated as pass through. The pilot sites will be able to use this money for staffing, travel, equipment, or any other activity to support the continuation of the case management model being used. 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 data base system and planned to be used to draw down new federal funds.

7. **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:

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

   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.

8. **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 248, chapter 246-780 WAC Farmers Market Nutrition Program and DSHS/ALTSA program instructions.

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

10. **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/ALTSA 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.

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

Special Terms and Conditions

12. **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.

13. **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. For SFY25, one time funding for senior nutrition programs was awarded and may be expended on new and existing AAA nutrition programs aimed at reducing food insecurity.

14. **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.

15. **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 Aging and Long-Term Support Administration (ALTSA) Program Manager and in the GetCare reporting system.

Exhibit C

Funds Match Certification

(This form must be submitted with final contract billing)

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

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

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

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

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

_____
TYPE OF SERVICE/CONTRACT

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

Instructions

Name:	Printed name of the entity's agent authorized to complete certification form.
Type and source of funds:	The type and source of funds used. Please break out different types of funding sources. Not all funding sources will be necessary to complete each certification. In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).
Dollar amount:	Dollars that were used to match funds paid during the time period. Dollars reported must agree with amount on the final billing.
Time frame:	Period of time the services were provided.
Type of service/contract:	Services eligible for matching.
Name of entity:	Name of entity that is providing the funding match.
Name of authorized agent:	Name of agent, if different than "name of entity" above, that is authorized to act on behalf of entity.
Contract/vendor number:	The contract or vendor number of the entity.
Authorized representative's signature:	The signature of the entity authorized representative.
Date:	Date when form was completed.

Special Terms and Conditions

Title or position:	Title or position of entity authorized representative
Printed name:	Printed name of authorized representative.
Telephone number	Telephone number of authorized representative. Include the area code

FUND MATCH CERTIFICATION DSHS
05-155 (REV. 03/2015)

Attachment F: Contractor Agreement on Nondisclosure of Confidential Information

Agreement on Nondisclosure of Confidential Information – Non Employee

This form is for contractors and other non-DSHS employees.

Confidential Information

"Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW or other federal or state laws. Confidential Information includes, but is not limited to, protected health information as defined by the federal rules adopted to implement the Health Insurance Portability and Accountability Act of 1996, 42 USC §1320d (HIPAA), and Personal Information.

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers or as otherwise identified in RCW 42.56.230.

Regulatory Requirements and Penalties

State laws applicable to Department programs (including RCW 74.04.060, Chapter 13.50 RCW; and Chapter 70.02 RCW) and federal regulations (including Federal Tax laws - 26 USC ss.7213, 7213A, 7431; Federal laws for protection of National Directory of New Hires (NDNH) information received from the Office of Child Support Enforcement (OCSE) 42 USC § 653 (l); Administrative procedures for individual records- 5 USC § 552a (i); HIPAA Privacy and Security Rules, the Social Security Act, and chemical dependency rules at 42 CFR, Part 2) prohibit unauthorized access, use, or disclosure of confidential information. Civil penalties for violations of HIPAA Privacy and Security Rules may be imposed up to $50,000 per violation for a total of up to $1,500,000 for violations of each requirement during a calendar year. Criminal penalties may total up to $250,000 and ten years imprisonment.

Regulatory Requirements and Penalties

In consideration for the Department of Social and Health Services (DSHS) granting me access to DSHS property, systems, and Confidential Information, I agree that I:

1. Will not access, use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this agreement for any purpose that is not directly connected with the performance of the contracted services except as allowed by law.
2. Will protect and maintain all Confidential Information gained by reason of this agreement against unauthorized use, access, disclosure, modification or loss.
3. Will employ reasonable security measures, including restricting access to Confidential Information by physically securing any computers, documents, or other media containing Confidential Information.
4. Have an authorized business requirement to access and use DSHS systems or property, and view its data and Confidential Information if necessary.
5. Will access, use and/or disclose only the "minimum necessary" Confidential Information required to perform my assigned job duties.

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
Michael Closser	Michael Closser	01/09/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark W Maberry
Kuresman Insurance 9307 Bay Shore Dr NW Ste 101 Silverdale WA 98383-8350	PHONE (A/C, No, Ext): (360) 692-6131 FAX (A/C, No): (360) 692-6107 E-MAIL ADDRESS: markm@kuresmanins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO — 18058
INSURED Kitsap Tenant Support Services,Inc Po Box 5209 Bremerton WA 98312	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: CL2421312949** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC X OTHER: RETRO DATE 03/30/2002	X	Y	PHPK2655824	3/30/2024	3/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2655824	3/30/2024	3/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION $			PHUB900751	3/30/2024	3/30/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	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			PHPK2655824	3/30/2024	3/30/2025	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	EMPLOYEE BENEFITS LIABILITY			PHPK2655824	3/30/2024	3/30/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000

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

Certificate holder is listed as additional insured for general liability per PI-GLD-HS by written agreement.

Insurance is primary and non contributory for general liability per PI-GL-005 by written agreement with a waiver of subrogation per CG2404 by written agreement.

Blanket additional insured for commercial auto per PI-CA-003 by written agreement.

CERTIFICATE HOLDER

AGING AND LONG TERM CARE
614 DIVISION ST MS-5
PORT ORCHARD, WA 98366

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Maberry/MWM

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Additional Named Insureds

Other Named Insureds	
KITSAP HOME CARE SERVICES	Doing Business As
OLYMPIC PENINSULA SUPPORTIVE LIVING	Doing Business As
OLYMPIC SUPPORTIVE LIVING	Doing Business As

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
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Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

   We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

   This insurance does not apply to:

   a. **Intentional, Willful, or Deliberate Violations**

      Any willful, intentional, or deliberate "violation(s)" by any insured.

   b. **Criminal Acts**

      Any "violation" which results in any criminal penalties under the HIPAA.

   c. **Other Remedies**

      Any remedy other than monetary damages for penalties assessed.

   d. **Compliance Reviews or Audits**

      Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

   a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

   b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

   c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE, COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph 3.a. is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. **Duties in the Event of Occurrence, Claim or Suit**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. **Unintentional Failure To Disclose Hazards**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. **Transfer of Rights of Recovery Against Others To Us**

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

      (1) Any insured; or

      (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended by adding the following:

The following are also "insureds":

Any person or organization for whom you are required by an "insured contract" to procure "bodily injury" or "property damage" liability insurance arising out of the operation of a covered "auto" with your permission. However, this additional insurance does not apply to:

1. The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own;

2. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

3. Anyone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours;

4. Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto"; or

5. A partner (if you are a partnership), or a member (if you are a limited liability company) for covered "auto" owned by him or her or a member of his or her household.

B. The "insured contract" must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage".

C. This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.

D. There is no coverage provided to this person or organization for "bodily injury" to its employees or for "property damage" to its property.

E. Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.

F. The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

G. A person's or organization's status as an "insured" under this endorsement ends when your operations for that "insured" are completed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 03/30/2020

Name of Person or Organization (Additional Insured):

AS REQUIRED BY WRITTEN CONTRACT

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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POLICY NUMBER: PHPK2386760

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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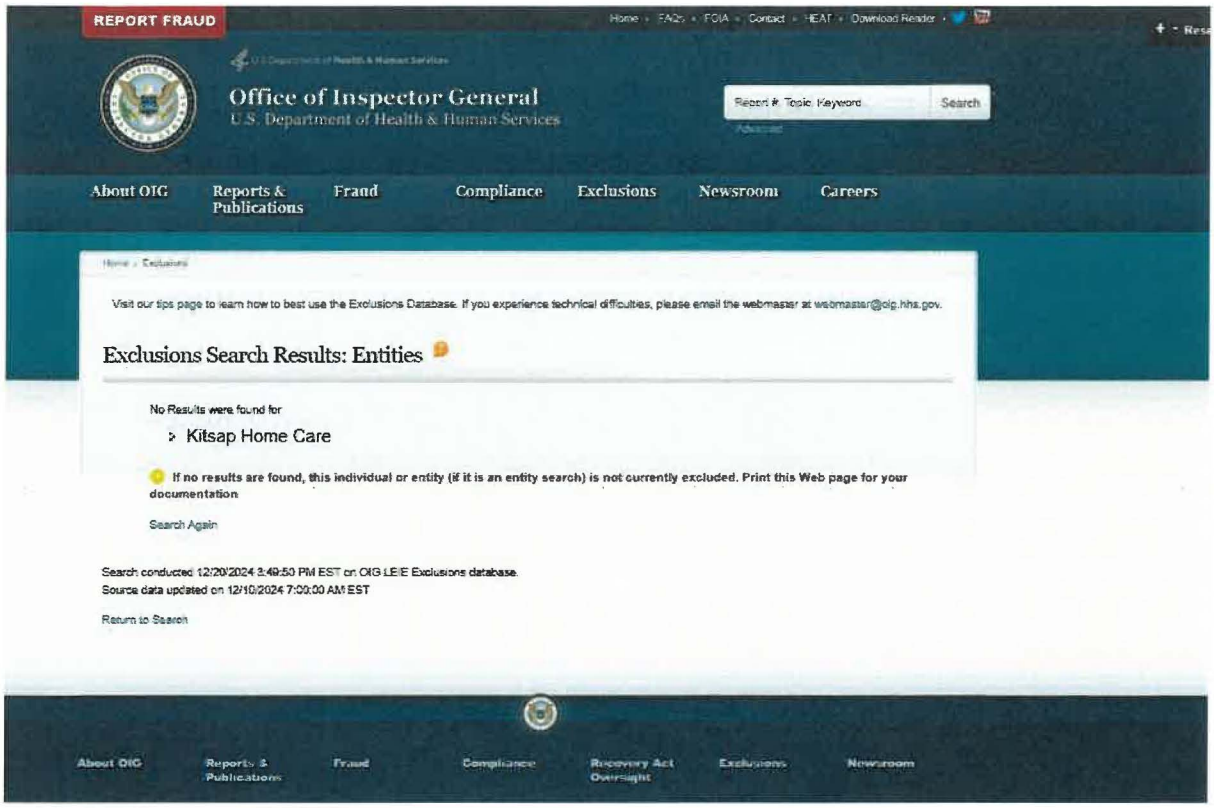
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